

Releasable

Date: 10/23/09, 11/20/09

Replacing ZCX 003219

Document: 876126, 877719



LOS ANGELES, CALIFORNIA
A CALIFORNIA STOCK COMPANY
(herein called "the Company")

CERTIFICATE OF EXCESS INSURANCE
ZCX 00 35 65
DECLARATIONS

NAMED
INSURED

MAILING
ADDRESS

MONSANTO COMPANY, ETAL
(PER UNDERLYING POLICIES)
800 NORTH LINDBERG BOULEVARD
ST. LOUIS, MISSOURI 63166

Surplus Lines Tax: \$

POLICY PERIOD: From 4-1-79 To 4-1-80
At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 1. PRIMARY INSURANCE--Primary Carrier(s)Policy Number(s)Policy Period(s)

UNDERWRITERS AT LLOYDS
AND COMPANIES

SD 3025 (C)/UKL0644

4-1-78 TO 4-1-81

Item 2. DESCRIPTION OF PRIMARY INSURANCE-- UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$58,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE-- EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$5,000,000. PART OF \$22,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2 ABOVE.

Item 4. PREMIUM-- DEPOSIT \$20,000. MINIMUM ANNUAL PREMIUM \$20,000.
AUDIT PERIOD NONE PREMIUM BASIS FLAT RATE NONE

THOMAS E. SEARS · INC.**INSURANCE - REINSURANCE**

JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASS. 02116

ZZ-1885 Ptd. in U.S.A.

By: _____

A handwritten signature in dark ink, appearing to read "Kenneth H. ...".

Authorized Representative

MONS 155683

- This is a Certificate of Excess Insurance issued by the Company to the party(s) named in the declarations hereafter referred to as the "Insured")
- A. WHEREAS, the primary insurers have issued to the insured policies of insurance listed in Item 1 (Primary Insurance) of the declarations which policies, including renewals or replacements thereof on the same basis, are herein called the primary insurance which are providing the insurance described in Item 2 (Description of Primary Insurance) of the declarations.
- B. NOW, this Certificate is to indemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 3 (Description of Excess Insurance) of the declarations.
- C. The insurance afforded by this Certificate shall follow that of the primary insurance except: (1) anything in this certificate or the primary insurance to the contrary notwithstanding, the Company shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but the Company shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve the Company, in which event the Insured and the Company shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of the Company without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the Insured, the claimant and the Company, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, the Company will indemnify the Insured for such payment, or, the Company will, upon request of the Insured, pay such amount to the claimant on behalf of the Insured; (2) the insurance afforded by this Certificate shall not apply to any expenses for which insurance is provided in the primary insurance; (3) the insurance afforded by this Certificate shall not apply to any claim seeking punitive or exemplary damages; (4) where amended by endorsement attached hereto.
- D. The premium for this Certificate is the amount stated in Item 4 of the declarations and is payable upon delivery of this certificate.
- E. The Company shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.
- F. This Certificate may be canceled by the Insured by surrender thereof to the Company or any of its authorized representatives, or by mailing to the Company written notice stating when thereafter such cancellation shall be effective, it being agreed, however, that in the event of cancellation or termination of the primary insurance, this Certificate, to the extent of such cancellation or termination, shall cease to apply at the same time without notice to the Insured. This Certificate may be canceled by the Company by mailing to the first Named Insured at the address shown herein written notice stating when, not less than 30 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the term of this Certificate. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.
- G. If the period of the primary insurance is not concurrent with the terms of this Certificate, it is agreed that for the purpose of determining the Company's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this Certificate shall be included.

NUCLEAR ENERGY LIABILITY EXCLUSION

This Certificate does not apply:

- a. Under any Liability Coverage, to bodily injury or property damage:
- (1) with respect to which an Insured under the Certificate is also an Insured under a nuclear energy liability Certificate issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an Insured under any such Certificate but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured, is, or had this Certificate not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;
- b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- c. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an Insured, or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;
- d. As used in this Exclusion:
- (1) "Hazardous properties" include radioactive, toxic, or explosive properties;
 - (2) "Nuclear material" means source material, special nuclear material or byproduct material;
 - (3) "Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - (5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;
 - (6) "Nuclear facility" means: (a) any nuclear reactor, (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing, or packaging waste, (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
 - (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - (8) "Property damage" includes all forms of radioactive contamination of property.

SERVICE OF SUIT

(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America, its territories or possessions, and will comply with all requirements necessary to give such Court jurisdiction all and matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon HUGH M. SINCLAIR, President, or his nominee, of the Company at P. O. Box 7728, Philadelphia, Pennsylvania 19101 and that in any suit instituted against any one of them upon this Certificate, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the IN WITNESS WHEREOF, the CALIFORNIA UNION INSURANCE COMPANY has caused this Certificate to be signed by its President and Secretary at Philadelphia, Pennsylvania, and countersigned on the declarations page by a duly Authorized Representative of the Company.

Bertram C. Oldman
BERTRAM C. OLDMAN, SECRETARY

James H. Smith

MONS 155684

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950

ENDORSEMENT

NO. 3 TO POLICY NO. ZCX 00 35 65

EFFECTIVE DATE APRIL 1, 1979

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

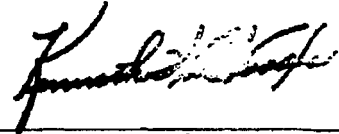
PREMIUM \$ NIL

☐ RETURN

IT IS HEREBY AGREED AND UNDERSTOOD THAT (3), UNDER C,
THE INSURANCE AFFORDED BY THIS CERTIFICATE, IS DELETED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

By



Authorized Representative

22-12883 PYD. IN U.S.A.

MONS 155685

APR 25 1979 **CAL UNION**

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P.O. Box 76950

ENDORSEMENT

NO. 2 TO POLICY NO. ZCX 003565
EFFECTIVE DATE 4-1-79

NAMED
INSURED MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ NIL

☐ RETURN

IT IS AGREED THAT ITEM 1. PRIMARY INSURANCE IS
AMENDED AS FOLLOWS:

CARRIER: VARIOUS LONDON COMPANIES

IT IS FURTHER AGREED THAT THE SURPLUS LINES TAX
PER POLICY DECLARATIONS IS AMENDED TO READ
\$32.00 IN LIEU OF \$1,000.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

By


Authorized Representative

EX-10003 PTD. IN U.S.A.

MONS 155686

MONS 155687

RECEIVED

AUG 30 1979

INSURANCE SECTION

MONS 155687

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P.O. Box 76950

ENDORSEMENT

NO. 1 TO POLICY NO. ZCX 003565

EFFECTIVE DATE 4/1/79

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS
AGREED THAT NOTICE OF CANCELLATION GIVEN BY THE COMPANY (AS SPECIFIED
IN CONDITION F OF THE POLICY TERMS AND CONDITIONS) IS AMENDED TO
SIXTY (60) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT IN THE EVENT
OF NON-PAYMENT OF PREMIUM IN WHICH CASE A TEN (10) DAY NOTICE OF
CANCELLATION SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

JR/yb/lk

By


Authorized Representative

12-12881 PTD. IN U.S.A.

MONS 155688

CAL UNION

California Union Insurance Company

P.O. Box 76950, 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076

MONS 156569

ZZ-7F32 Ptd. in U.S.A.

CAL UNION**California Union Insurance Company**
Los Angeles CA 90076A CALIFORNIA STOCK COMPANY
(herein called "the Company")

POLICY OF EXCESS INSURANCE

DECLARATIONS

ZCX 00 40 38

NAMED INSURED MONSANTO COMPANY, ETAL
(PER UNDERLYING POLICIES)

MAILING ADDRESS 800 NORTH LINDBERG BOULEVARD
ST. LOUIS, MISSOURI 63166

POLICY PERIOD: From 4-1-80 To 4-1-81

At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

THOMAS E. SEARS · INC.**INSURANCE - REINSURANCE**JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASS. 02110**Item 1. PRIMARY INSURANCE—**Primary Carrier(s)Policy Number(s)Policy Period(s)VARIOUS LONDON
COMPANIES

SO 3025 (C) UKL0644

4-1-78 TO 4-1-81

Item 2. DESCRIPTION OF PRIMARY INSURANCE— UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$58,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE— EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$ 5,000,000. PART OF \$22,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2 ABOVE.

Item 4. PREMIUM—DEPOSIT: \$16,000.ANNUAL MINIMUM: \$16,000.AUDIT PERIOD: NONEPREMIUM BASIS: FLAT RATE: NONE

By: _____

Authorized Representative

ZZ-4407 Ptd. in U.S.A. 10/79

MONS 156570

- This is a Policy of Excess Insurance issued by the Company to the party(ies) named in the declarations (hereafter referred to as the "Insured") is provided in the primary insurance, 3' where amended by endorsement attached hereto
- A. WHEREAS, the primary insurers have issued to the Insured policies of insurance listed in Item 1 (Primary Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Item 2 (Description of Primary Insurance) of the declarations.
- B. NOW, this Policy is to indemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 3 (Description of Excess Insurance) of the declarations.
- C. The insurance afforded by this Policy shall follow that of the primary insurance except: (1) anything in this Policy or the primary insurance to the contrary notwithstanding, the Company shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but the Company shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve the Company, in which event the Insured and the Company shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of the Company without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through final court judgment or agreement among the Insured, the claimant and the Company, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, the Company will indemnify the Insured for such payment, or the Company will, upon request of the Insured, pay such amount to the claimant on behalf of the Insured; (2) the insurance afforded by this Policy shall not apply to any expenses for which insurance
- D. The premium for this Policy is the amount stated in Item 4 of the declarations and is payable upon delivery of this Policy.
- E. The Company shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.
- F. This Policy may be canceled by the Insured by surrender thereof to the Company or any of its authorized representatives, or by mailing to the Company written notice stating when thereafter such cancellation shall be effective, it being agreed, however, that in the event of cancellation or termination of the primary insurance, this Policy, to the extent of such cancellation or termination, shall cease to apply at the same time without notice to the Insured. This Policy may be canceled by the Company by mailing to the first Named Insured at the address shown herein written notice stating when not less than 30 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the term of this Policy. D. or such written notice either by the Insured or by the Company shall be sufficient to mailing.
- G. If the period of the primary insurance is not longer than the term of this Policy, it is agreed that for the purpose of determining the Company's liability for loss in excess of the aggregate limit shown in Item 5 of the primary insurance, only loss happening during the term of this Policy shall be included.

NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply:

- a. Under any Liability Coverage, to bodily injury or property damage:
- (1) with respect to which an Insured under the Policy is also an insured under a nuclear energy liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada or would be an insured under any such Policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof with any person or organization;
- b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- c. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;
- d. As used in this Exclusion.
- (1) "Hazardous properties" include radioactive toxic or explosive properties;
 - (2) "Nuclear material" means source material, special nuclear material or byproduct material;
 - (3) "Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - (5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;
 - (6) "Nuclear facility" means: (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel or (iii) handling, processing, or packaging waste; (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
 - (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - (8) "Property damage" includes all forms of radioactive contamination of property.

SERVICE OF SUIT (Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company at P.O. Box 76950, Los Angeles, California 90076 and that in any suit instituted against any one of them upon this Policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

Harry E. Hoyt
HARRY E. HOYT, Secretary

Kenneth W. Woods
KENNETH W. WOODS, President

MONS 156571

CAL UNION

California Union Insurance Company
 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
 P O Box 76950

ENDORSEMENT

NO. 3 TO POLICY NO. ZCX 00 40 38
 EFFECTIVE DATE APRIL 1, 1980

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ NIL

☐ RETURN

IT IS AGREED THAT ITEM 1 PRIMARY INSURANCE IS AMENDED
 AS FOLLOWS:

POLICY NUMBER

SD 5023/ UMA0223

POLICY PERIOD

4-1-80 TO 4-1-83

IT IS FURTHER AGREED THAT ENDORSEMENT NUMBER 2, IS
 AMENDED AS FOLLOWS:

AS RESPECTS II. QUOTA SHARE PARTICIPATION

<u>COMPANY</u>	<u>POLICY NO.</u>	<u>PERCENT PART OF 100 PERCENT</u>
BIRMINGHAM	SE 6073610	20%
MIDLAND	XL 706607	23%
PURITAN	ML 652287	09%
INA	XCP 143434	09%
VARIOUS LONDON COS.	SD5027/UMA0230	16%

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

By



Authorized Representative

EX-11023 PYD. IN U.S.A.

MONS 156572

CAL UNION

California Union Insurance Company
 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
 P O Box 76950

ENDORSEMENT

NO. 2 TO POLICY NO. ZCX 00 40 38
 EFFECTIVE DATE APRIL 1, 1980

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

PARTICIPATION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM FOR WHICH THIS CERTIFICATE IS WRITTEN, IT IS UNDERSTOOD AND AGREED THAT THE LIABILITY OF THE UNDERWRITERS IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS CERTIFICATE IDENTICAL INSURANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE UNDERWRITERS SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

I. LIABILITY OF UNDERWRITERS LIMITED AS FOLLOWS:

23 PERCENT PART OF 100 PERCENT.

II. QUOTA SHARE PARTICIPATION

<u>COMPANY</u>	<u>POLICY NO.</u>	<u>PERCENT PART OF 100 PERCENT</u>
TO BE ADVISED	TO BE ADVISED	77%

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

By

Authorized Representative

22-12877 PTD. IN U.S.A.

MONS 156573

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90078
P.O. Box 76950

ENDORSEMENT

NO. 1 TO POLICY NO. ZCX 00 40 38

EFFECTIVE DATE APRIL 1, 1980

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS AGREED THAT NOTICE OF CANCELLATION GIVEN BY THE COMPANY (AS SPECIFIED IN CONDITION F OF THE POLICY TERMS AND CONDITIONS) IS AMENDED TO SIXTY (60) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM IN WHICH CASE A TEN (10) DAY NOTICE OF CANCELLATION SHALL APPLY.

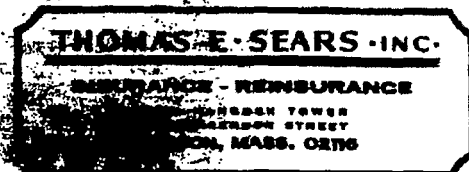
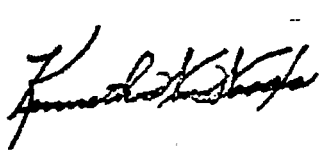
NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

By


Authorized Representative

22-11223 PTD. IN U.S.A.

MONS 156574

CAL UNION																				
California Union Insurance Company Los Angeles CA 90076 A CALIFORNIA STOCK COMPANY (herein called "the Company")	POLICY OF EXCESS INSURANCE DECLARATIONS ZCX 00 44 38																			
NAMED INSURED: MONSANTO COMPANY (PER UNDERLYING POLICIES) MAILING ADDRESS: 800 NORTH LINDBERGH BLVD. ST. LOUIS, MO. 63166 POLICY PERIOD: From <u>APRIL 1, 1981</u> to <u>APRIL 1, 1982</u> <small>At 12:01 A.M. Standard Time at the address of the named insured as stated herein</small>																				
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MONS 157315

CAL UNION

California Union Insurance Company

P.O. Box 76950, 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076

MONS. 157316

2025-01-01

1. The excess coverage provided by the Company to the party named in Item 1 (Description of Primary Insurance) shall be in accordance with the terms of the primary insurance policy (hereinafter referred to as the "primary insurance") of the declarations (which shall include renewals or replacements thereof on the same basis as the primary insurance) which are providing the insurance described in Item 1 (Description of Primary Insurance) of the declarations.

2. This Policy is to indemnify the insured in accordance with the primary insurance policy, exclusions and conditions of the primary insurance or excess loss as specified in Item 3 (Description of Excess Insurance) of the declarations.

3. The insurance afforded by this Policy shall follow that of the primary insurance except: (1) anything in this Policy or the primary insurance to the contrary notwithstanding, the Company shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the insured, but the Company shall have the right and be given the opportunity to associate with the insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve the Company, in which event the insured and the Company shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of the Company without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the insured, the claimant and the Company, then, the insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, the Company will indemnify the insured for such payment; or, the Company will, upon request of the insured, pay such amount to the claimant on behalf of the insured; (2) the insurance afforded by this Policy shall not apply to any expenses for which insurance

is not provided, or (3) any claim or suit brought or proceeding instituted against the insured, but the Company shall have the right and be given the opportunity to associate with the insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve the Company, in which event the insured and the Company shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of the Company without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through trial court judgment or agreement among the insured, the claimant and the Company, then, the insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, the Company will indemnify the insured for such payment; or, the Company will, upon request of the insured, pay such amount to the claimant on behalf of the insured; (2) the insurance afforded by this Policy shall not apply to any expenses for which insurance

4. The premium for this Policy is the amount stated in Item 4 of the declarations and is payable upon delivery of this Policy.

5. The Company shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.

6. This Policy may be canceled by the insured by surrendering it to the Company or any of its authorized representatives, or by mailing to the Company written notice stating when thereafter such cancellation shall be effective, it being agreed, however, that in the event of cancellation or termination of the primary insurance, this Policy, to the extent of such cancellation or termination, shall cease to apply at the same time without notice to the insured. This Policy may be canceled by the Company by mailing to the first Named Insured at the address shown herein written notice stating when, not less than 30 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the term of this Policy. Delivery of such written notice either by the insured or by the Company shall be equivalent to mailing.

7. If the period of the primary insurance is not concurrent with the terms of this Policy, it is agreed that for the purpose of determining the Company's liability for loss in excess of the aggregate limit where applicable, of the primary insurance, only loss occurring during the term of this Policy shall be included.

NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply:

1. Under any Liability Coverage, to bodily injury or property damage:
 - (a) with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an insured under any such Policy but for its termination upon expiration of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof, or (b) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof with any person or organization;
2. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
3. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereof;

4. As used in this Exclusion:

- (1) "Hazardous properties" include radioactive, toxic or explosive properties;
- (2) "Nuclear material" means source material, special nuclear material or byproduct material;
- (3) "Source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- (5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;
- (6) "Nuclear facility" means: (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing, or packaging waste; (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to contain a critical mass of fissionable material;
- (8) "Property damage" includes all forms of radioactive contamination of property.

SERVICE OF SUIT (Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, or the Company at P.O. Box 78950, Los Angeles, California 90075 and that in any suit instituted against any one of them upon this Policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the insured to give a written undertaking to the insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the insured is not in Canada, it is agreed that the foregoing provisions shall also apply as respects the province of Canada.

Harry C. Wright

James H. Thomas

MONS 157317

CAL UNION

California Union Insurance Company
 1207 Wilshire Boulevard Suite 800 Los Angeles CA 90076
 P O Box 76950

ENDORSEMENT

NO. **3** TO POLICY NO. **ZCX 00 44 38**

EFFECTIVE DATE **APRIL 1, 1981**

NAMED
INSURED

MONSANTO COMPANY

☐ ADDITIONAL

PREMIUM \$ **INCLUDED**

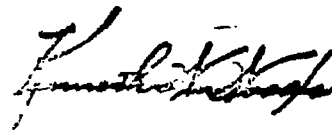
☐ RETURN

ITEM II. OF ENDORSEMENT NUMBER 2 IS AMENDED AS FOLLOWS:

II. QUOTA SHARE PARTICIPATION:

<u>COMPANY</u>	<u>POLICY NO.</u>	<u>PERCENT PART OF 100 PERCENT</u>
OLD REPUBLIC INSURANCE COMPANY	TO BE ADVISED	22.73
INSURANCE COMPANY OF NORTH AMERICA		9.09
LLOYDS, LONDON		38.97
MONSIEUR		6.48

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED



MMc/jn/6/26/81

MONS 157318

PRODUCER COPY #1

CALIFORNIA

California Union Insurance Company
 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
 P O Box 76950

ENDORSEMENT

NO. 2 TO POLICY NO. ZCX 00 44 38

EFFECTIVE DATE APRIL 1, 1981

NAMED
INSURED

MONSANTO COMPANY

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURNPARTICIPATION ENDORSEMENT

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA
 SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED
 MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY
 OF THIS POLICY IDENTICAL INSURANCE COVERAGE WITH THE
 COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF
 THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT
 INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH
 FAILURE, THE COMPANY SHALL ONLY BE LIABLE TO THE SAME
 EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED
 WITH SAID CONDITION.

I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:

22.73 PERCENT PART OF 100 PERCENT

II. QUOTA SHARE PARTICIPATION:

<u>COMPANY</u>	<u>POLICY NO.</u>	<u>PERCENT PART OF 100 PERCENT</u>
BIRMINGHAM FIRE INSURANCE CO.	TO BE ADVISED	20.45
MIDLAND INSURANCE CO.	TO BE ADVISED	22.73
OLD REPUBLIC INSURANCE CO.	TO BE ADVISED	9.09
INSURANCE COMPANY OF NORTH AMERICA	TO BE ADVISED	9.09
LLOYDS, LONDON	TO BE ADVISED	15.91

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
 TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

MMc/hu/4/29/81

By _____

Authorized Representative

MONS 157319

CAL UNION

California Union Insurance Company
3207 Wilshire Boulevard Suite 300 Los Angeles CA 90075
P.O. Box 76950

ENDORSEMENT

NO. 1 TO POLICY NO. ZCX 00 44 38

EFFECTIVE DATE APRIL 1, 1981

NAMED
INSURED

MONSANTO COMPANY

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

CANCELLATION CLAUSE - EXCESS POLICY

IT IS AGREED THAT CONDITION F OF THE POLICY TERMS AND CONDITIONS IS AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

F. THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. IT BEING AGREED, HOWEVER, THAT IN THE EVENT OF CANCELLATION OR TERMINATION OF THE PRIMARY INSURANCE, THIS POLICY, TO THE EXTENT OF SUCH CANCELLATION OR TERMINATION, SHALL CEASE TO APPLY AT THE SAME TIME WITHOUT NOTICE TO THE INSURED. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED FIRST NAMED IN THE DECLARATIONS AT THE ADDRESS SHOWN IN THIS POLICY WRITTEN NOTICE STATING WHEN, NOT LESS THAN SIXTY (60) DAYS THEREAFTER, SUCH CANCELLATION SHALL BE EFFECTIVE. PROVIDED, HOWEVER, THE COMPANY MAY CANCEL THIS POLICY, AS HEREIN PROVIDED, ON TEN (10) DAYS NOTICE FOR NON-PAYMENT OF PREMIUM DUE. THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE. THE EFFECTIVE DATE OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THIS POLICY. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING.

IF THE NAMED INSURED CANCELS, EARNED PREMIUMS SHALL BE COMPUTED IN ACCORDANCE WITH THE CUSTOMARY SHORT RATE TABLES AND PROCEDURE. IF THE COMPANY CANCELS, EARNED PREMIUMS SHALL BE COMPUTED PRO RATA. PREMIUM ADJUSTMENTS MAY BE MADE EITHER AT THE TIME CANCELLATION IS EFFECTED OR AS SOON AS PRACTICABLE THEREAFTER, BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION.

IF THIS POLICY INSURES MORE THAN ONE INSURED, CANCELLATION MAY BE EFFECTED BY THE FIRST OF SUCH NAMED INSUREDS AS NAMED IN THE DECLARATIONS FOR THE ACCOUNT OF ALL INSUREDS; AND NOTICE OF CANCELLATION BY THE COMPANY TO SUCH FIRST NAMED INSURED SHALL BE NOTICE TO ALL INSUREDS. PAYMENT OF ANY UNEARNED PREMIUM TO SUCH FIRST NAMED INSURED SHALL BE FOR THE ACCOUNT OF ALL INSUREDS.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

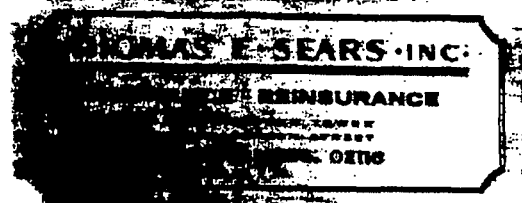
MMc/hu/4/29/81

By 

MONS 157320

CAL UNION**California Union Insurance Company**
Los Angeles CA 90016

POLICY OF EXCESS INSURANCE

A CALIFORNIA STOCK COMPANY
herein called "the Company"DECLARATIONS
ZCX 00 44 39NAMED INSURED MONSANTO COMPANY
(PER UNDERLYING POLICIES)MAILING ADDRESS 800 NORTH LINDBERGH BLVD.
ST. LOUIS, MO. 63166POLICY PERIOD: From APRIL 1, 1981 to APRIL 1, 1982
At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein**Item 1. PRIMARY INSURANCE—**

Primary Carrier(s)	Policy Number(s)	Policy Period(s)
UNDERWRITERS AT LLOYDS, LONDON AND VARIOUS COMPANIES	SD 5023 (C) / UMA 0223 (COVER NOTE)	4-1-80 TO 4-1-83

**Item 2. DESCRIPTION OF PRIMARY INSURANCE—UMBRELLA LIABILITY; PERSONAL INJURY,
PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:**

\$140,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS
OF UNDERLYING LIMITS.

**Item 3. DESCRIPTION OF EXCESS INSURANCE— EXCESS UMBRELLA LIABILITY; PERSONAL INJURY,
PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:**

\$5,000,000. PART OF \$85,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE,
WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2 ABOVE.

Item 4. PREMIUM— \$5,000. FLAT ANNUAL

JMc/hu/4/29/81

By _____

A handwritten signature in dark ink, appearing to read "Francis E. Sears".

MONS 157571

CAL UNION

California Union Insurance Company

P.O. Box 76950, 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076

ZZ-7F10 Prod. in U.S.A

MONS 157572

and of the insured, the insured shall be deemed to have accepted the terms and conditions of this Policy and the exclusions and limitations hereof in the same manner as if the insured had been advised of the same by the Company.

2. Notwithstanding to indemnify the insured in accordance with the terms and conditions of this Policy, the Company shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the insured, but the Company shall have the right and be given the opportunity to associate with the insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve the Company, in which event the insured and the Company shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of the Company without its consent being first obtained. However, in the event that the amount of the excess loss becomes certain either through final court judgment or agreement among the insured, the Company and the Company, then, the insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of a proof thereof, the Company will indemnify the insured for such payment or the Company will, upon request of the insured, pay such amount to the claimant on behalf of the insured. 2) The insurance afforded by this Policy shall not apply to any expenses for which insurance

is provided by the primary insurance. 3) Anything in this Policy or the primary insurance to the contrary notwithstanding, the Company shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the insured, but the Company shall have the right and be given the opportunity to associate with the insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve the Company, in which event the insured and the Company shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of the Company without its consent being first obtained. However, in the event that the amount of the excess loss becomes certain either through final court judgment or agreement among the insured, the Company and the Company, then, the insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of a proof thereof, the Company will indemnify the insured for such payment or the Company will, upon request of the insured, pay such amount to the claimant on behalf of the insured. 2) The insurance afforded by this Policy shall not apply to any expenses for which insurance

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NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply:

- a. Under any Liability Coverage, to bodily injury or property damage:
 - (1) with respect to which an insured under the Policy is also an insured under a nuclear energy liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such Policy but for its termination upon expiration of its term of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which: (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof with any person or organization;
- b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- c. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereof;

SERVICE OF SUIT

(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with the requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company, at P.O. Box 78950, Los Angeles, California 90078 and that in any suit instituted against any one of them upon this Policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and or upon the request of the insured to give a written undertaking to the insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the insured is located in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

Harry C. Hight

Franklin D. Jones

MONS 157573

CAL UNION

California Union Insurance Company
1807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P.O. Box 76950

ENDORSEMENT

NO. 3 TO POLICY NO. ZCX 00 44 39

EFFECTIVE DATE APRIL 1, 1981

NAMED
INSURED

MONSANTO COMPANY

☐ ADDITIONAL

PREMIUM \$ NIL

☐ RETURN

IT IS AGREED THAT THE COMPANY'S LIMIT OF LIABILITY UNDER
ITEM 3. IS AMENDED TO READ AS FOLLOWS:

\$5,000,000. PART OF \$105,000,000. EACH OCCURRENCE AND
ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS
OF LIMITS SPECIFIED IN ITEM 2 ABOVE.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CON-
DITIONS OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE.

MMc/jn/6/1/81



PRODUCER COPY #1

MONS 157574

CAL UNION

California Union Insurance Company
 1807 Wilshire Boulevard Suite 300 Los Angeles CA 90075
 P O Box 76950

ENDORSEMENTNO. 2 TO POLICY NO. ZCX 00 44 39EFFECTIVE DATE APRIL 1, 1981NAMED
INSUREDMONSANTO COMPANY☐ ADDITIONALPREMIUM \$ INCLUDED☐ RETURNPARTICIPATION ENDORSEMENT

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA
 SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED
 MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY
 OF THIS POLICY IDENTICAL INSURANCE COVERAGE WITH THE
 COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF
 THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT
 INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH
 FAILURE, THE COMPANY SHALL ONLY BE LIABLE TO THE SAME
 EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED
 WITH SAID CONDITION.

I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:

5.88 PERCENT PART OF 100 PERCENT

II. QUOTA SHARE PARTICIPATION:

<u>COMPANY</u>	<u>POLICY NO.</u>	<u>PERCENT PART OF 100 PERCENT</u>
VARIOUS PER COMPANY RECORDS		94.12

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
 TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MMc/hu/4/29/81

By

Authorized Representative

MONS 157575

22-12825 PTD. IN U.S.A.

CAL UNION

California Union Insurance Company
 3907 Wilshire Boulevard Suite 800 Los Angeles CA 90076
 P O Box 76950

ENDORSEMENT

NO. 1 TO POLICY NO. ZCX QQ 44 39

EFFECTIVE DATE APRIL 1, 1981

NAMED
INSURED

MONSANTO COMPANY

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN**CANCELLATION CLAUSE - EXCESS POLICY**

IT IS AGREED THAT CONDITION F OF THE POLICY TERMS AND CONDITIONS IS AMENDED
 IN ITS ENTIRETY TO READ AS FOLLOWS:

F. THIS POLICY MAY BE CANCELLED BY THE NAMED INSURED BY SURRENDER THEREOF TO THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS OR BY MAILING TO THE COMPANY WRITTEN NOTICE STATING WHEN THEREAFTER THE CANCELLATION SHALL BE EFFECTIVE. IT BEING AGREED, HOWEVER, THAT IN THE EVENT OF CANCELLATION OR TERMINATION OF THE PRIMARY INSURANCE, THIS POLICY, TO THE EXTENT OF SUCH CANCELLATION OR TERMINATION, SHALL CEASE TO APPLY AT THE SAME TIME WITHOUT NOTICE TO THE INSURED. THIS POLICY MAY BE CANCELLED BY THE COMPANY BY MAILING TO THE NAMED INSURED FIRST NAMED IN THE DECLARATIONS AT THE ADDRESS SHOWN IN THIS POLICY WRITTEN NOTICE STATING WHEN, NOT LESS THAN SIXTY (60) DAYS THEREAFTER, SUCH CANCELLATION SHALL BE EFFECTIVE. PROVIDED, HOWEVER, THE COMPANY MAY CANCEL THIS POLICY, AS HEREIN PROVIDED, ON TEN (10) DAYS NOTICE FOR NON-PAYMENT OF PREMIUM DUE. THE MAILING OF NOTICE AS AFORESAID SHALL BE SUFFICIENT PROOF OF NOTICE. THE EFFECTIVE DATE OF CANCELLATION STATED IN THE NOTICE SHALL BECOME THE END OF THIS POLICY. DELIVERY OF SUCH WRITTEN NOTICE EITHER BY THE NAMED INSURED OR BY THE COMPANY SHALL BE EQUIVALENT TO MAILING.

IF THE NAMED INSURED CANCELS, EARNED PREMIUMS SHALL BE COMPUTED IN ACCORDANCE WITH THE CUSTOMARY SHORT RATE TABLES AND PROCEDURE. IF THE COMPANY CANCELS, EARNED PREMIUMS SHALL BE COMPUTED PRO RATA. PREMIUM ADJUSTMENTS MAY BE MADE EITHER AT THE TIME CANCELLATION IS EFFECTED OR AS SOON AS PRACTICABLE THEREAFTER, BUT PAYMENT OR TENDER OF UNEARNED PREMIUM IS NOT A CONDITION OF CANCELLATION.

IF THIS POLICY INSURES MORE THAN ONE INSURED, CANCELLATION MAY BE EFFECTED BY THE FIRST OF SUCH NAMED INSUREDS AS NAMED IN THE DECLARATIONS FOR THE ACCOUNT OF ALL INSUREDS; AND NOTICE OF CANCELLATION BY THE COMPANY TO SUCH FIRST NAMED INSURED SHALL BE NOTICE TO ALL INSUREDS. PAYMENT OF ANY UNEARNED PREMIUM TO SUCH FIRST NAMED INSURED SHALL BE FOR THE ACCOUNT OF ALL INSUREDS.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

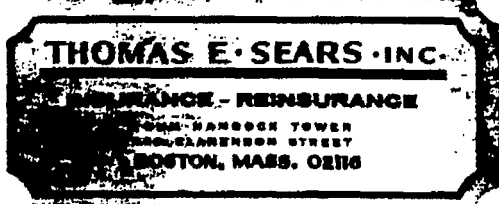
MMc/hu/4/29/81

By

Authorized Representative

22-12883 P.C. IN U.S.A.

MONS 157576

CAL UNION	
California Union Insurance Company Los Angeles, California A STOCK INSURANCE COMPANY (herein called "the Company")	POLICY OF EXCESS INSURANCE DECLARATIONS ZCX 00 70 95
NAMED INSURED: MONSANTO COMPANY (PER UNDERLYING POLICIES) MAILING ADDRESS: 800 NORTH LINDBERGH BLVD. ST. LOUIS, MISSOURI 63167 POLICY PERIOD: From <u>4-1-84</u> To <u>4-1-85</u>	

Item 1. DESIGNATED UNDERLYING INSURANCE

Designated Underlying Carrier(s)	Policy Number(s)	Policy Period(s)
UNDERWRITERS AT LLOYDS, LONDON AND VARIOUS	TO BE ADVISED	4-1-84 / 4-1-85

Item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE - UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$58,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE - EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$ 5,000,000. PART OF \$22,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM - \$13,750. FLAT ANNUAL

MY/rp/3/28/84

By _____

James L. K. K. K.
 Authorized Representative

MONS 158707

This is a Policy of Excess Insurance issued by the Company to the party(ies) named in the declarations (hereafter referred to as the "Insured")

- A. WHEREAS:** THE designated underlying insurers have issued to the Insured policies of insurance listed in Item 1 (Description of Underlying Insurance) of the declarations (which policies, including renewals or replacements thereof on the same basis, are herein called the designated underlying insurance) which are providing the insurance described in Item 2 (Description of Designated Underlying Insurance) of the declarations.
- B. NOW,** this Policy is to indemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the designated underlying insurance for excess loss as specified in Item 3 (Description of Excess Insurance) of the declarations.
- C.** The insurance afforded by this Policy shall follow that of the designated underlying insurance except (1) anything in this Policy or the designated underlying insurance to the contrary notwithstanding, the Company shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but the Company shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve the Company, in which event the Insured and the Company shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of the Company without its consent being first obtained, however, in the event that the amount of the excess loss becomes certain either through final court judgment or agreement among the Insured, the claimant and the Company, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, the Company will indemnify the Insured for such payment, or, the Company will, upon request of the Insured, pay such amount to the claimant on behalf of the Insured; (2) the insurance afforded by this Policy shall not apply to any expenses for which insurance is provided in the designated underlying insurance; (3) where amended by endorsement attached hereto.
- D.** The premium for this Policy is the amount stated in Item 4 of the declarations and is payable upon delivery of this Policy.
- E.** The Company shall be furnished with copies of designated underlying insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.
- F.** This Policy may be cancelled by the Named Insured by surrender thereof to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. It being agreed however, that in the event of cancellation or termination of the designated underlying insurance, this policy to the extent of such cancellation or termination, shall cease to apply to the same time without notice to the Insured. This policy may be cancelled by the Company by mailing to the Named Insured first named in the declarations at the address shown in this Policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. Provided, however, the Company may cancel this Policy as herein provided, on ten (10) days notice for non-payment of premium due. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of this Policy. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing.
- If the Named Insured cancels, earned premiums shall be computed in accordance with the customary short rate tables and procedure. If the Company cancels, earned premiums shall be computed pro rata. Premium adjustments may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation.
- If this Policy insures more than one Insured, cancellation may be effected by the first of such Named Insureds as named in the declarations for the account of all Insureds; and notice of cancellation by the Company to such first Named Insured shall be notice to all Insureds. Payment of any unearned premium to such first Named Insured shall be for the account of all Insureds.
- G.** If the period of the designated underlying insurance is not concurrent with the terms of this Policy, it is agreed that for the purpose of determining the Company's liability for loss in excess of the aggregate limits where applicable, of the designated underlying insurance, only loss happening during the term of this Policy shall be included.

NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply:

- a. Under any Liability Coverage** to bodily injury or property damage:
- (1) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an Insured under any such Policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof with any person or organization;
- b. Under any Medical Payments Coverage,** or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- c. Under any Liability Coverage,** to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, the Insured, or has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereof;
- d. As used in this Exclusion:**
- (1) "Hazardous properties" include radioactive, toxic, or explosive properties;
 - (2) "Nuclear material" means source material, special nuclear material or byproduct material;
 - (3) "Source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
 - (5) "Waste" means any waste material (a) containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (b) (1) or (2) thereof;
 - (6) "Nuclear facility" means (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel or (iii) handling, processing, or packaging waste; (c) any equipment or device used for the processing, fabricating or shipping of special nuclear material; (d) at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (e) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
 - (7) "Nuclear reactor" means any apparatus designed or used to maintain nuclear fission in a self-sustaining chain reaction or to generate a critical mass of fissionable material;
 - (8) "Property damage" includes all forms of radioactive contamination of property.

Harry E. Hight
HARRY E. HIGHT, Secretary

Kenneth W. Woods
KENNETH W. WOODS, President

MONS 158708

CAL UNION

California Union Insurance Company

3807 Wilshire Boulevard Suite 800 Los Angeles CA 90010
Post Office Box 76950 Los Angeles CA 90076
213 480 4700 Telex 687 437

ATTACHED TO AND
FORMING PART OF POLICY NO. ZCX 00 70 95

EFFECTIVE DATE APRIL 1, 1984

NAMED INSURED **MONSANTO COMPANY, ETAL**

SERVICE OF SUIT
(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company at P. O. Box 76950, Los Angeles, California 90076 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

MY/tp/3/28/84

MONS 158709

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 7 TO POLICY NO. ZCX 00 70 95

EFFECTIVE DATE.. APRIL 1, 1984

NAME
ADDRESS

MONSANTO COMPANY

☐ ADDITIONAL

PREMIUM \$ NIL

☐ RETURN

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE LIMITS FOR ITEM II DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE AND ITEM III DESCRIPTION OF EXCESS INSURANCE AS SHOWN ON DECLARATIONS PAGE IS AMENDED TO READ AS FOLLOWS:

ITEM 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE-

\$58,500,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

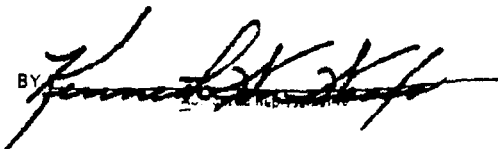
ITEM 3. DESCRIPTION OF EXCESS INSURANCE-

\$ 5,000,000. PART OF \$22,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

MY/ep/12/3/84

BY



MONS 158710

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 6... TO POLICY NO. ZCX 00 70 95

EFFECTIVE DATE... APRIL 1, 1984

NAMED INSURED **MONSANTO COMPANY, ETAL**☐ ADDITIONALPREMIUM \$ **INCLUDED**☐ RETURN**PARTICIPATION ENDORSEMENT**

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:22.73 PERCENT PART OF 100 PERCENT.**II. QUOTA SHARE PARTICIPATION:**COMPANYPOLICY NUMBERPERCENT PART OF
100 PERCENT

TO BE ADVISED

TO BE ADVISED

77.27

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MX/ep/3/28/84

BY


Authorized Representative

ZZ-1171s Pld in U S A

MONS 158711

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 5 TO POLICY NO. ZCX 00 70 95

EFFECTIVE DATE APRIL 1, 1984

NAMED INSURED MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023* OF VARIOUS COMPANIES.

THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE FOLLOWING ENDORSEMENTS ATTACHED TO THIS POLICY:

ERISA EXCLUSION
FIDELITY EXCLUSION
WORKERS COMPENSATION EXCLUSION

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE COVERAGE PROVIDED BY THIS POLICY SHALL ONLY APPLY TO THE TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023* OF VARIOUS COMPANIES AS OF THE INCEPTION DATE, APRIL 1, 1983 OF THIS POLICY REGARDLESS OF ANY RETROACTIVE EFFECTIVE DATE OF ANY CHANGES OF SD-5023.* THIS POLICY WILL NOT BE EXTENDED WITHOUT OBTAINING AGREEMENT FROM UNDERWRITERS HEREON. IN THE EVENT OF UNDERWRITERS HEREON NOT AGREEING TO SUCH, FURTHER EXTENSION COVERAGE WILL BE PROVIDED HEREON AS IF SUCH EXTENSION HAD NOT BEEN GRANTED.

*INCLUDING RENEWALS OR REPLACEMENTS THEREOF.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

MY/rp/12/3/84


Authorized Representative

MONS 158712

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 4 TO POLICY NO. ZCX 00 70 95

EFFECTIVE DATE APRIL 1, 1984

NAMED INSURED MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MY/CP/3/28/84

BY


Authorized Representative

ZZ-1L71a Ptd in U S A

MONS 158713

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 3 TO POLICY NO. ZCX 00 70 95

EFFECTIVE DATE... APRIL 1, 1984

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MX/sp/3/28/84

BY


Authorized Representative

ZZ 1L71a Ptd. in U.S.A.

MONS 158714

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 2 TO POLICY NO. ZCX 00 70 95

EFFECTIVE DATE APRIL 1, 1984

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

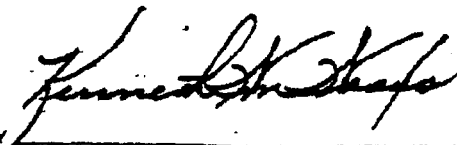
ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE
EMPLOYEES RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY
AMENDMENT OR ADDITION THERE TO) OR ANY STATE STATUTE OR COMMON
LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES
WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MY/ep/3/28/84

BY



Authorized Representative

ZZ-1L71a Ptd in U S A

MONS 158715

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 1 TO POLICY NO. ZCX 00 70 95

EFFECTIVE DATE APRIL 1, 1984

NAMED
INSURED MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

IT IS AGREED THAT THE NOTICE OF CANCELLATION GIVEN BY THE COMPANY
(AS SPECIFIED IN CONDITION 'F' OF THE POLICY TERMS AND CONDITIONS)
IS AMENDED TO NINETY (90) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT
IN THE EVENT OF NON-PAYMENT OF PREMIUM, IN WHICH CASE A TEN(10)
DAYS NOTICE OF CANCELLATION SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITA-
TIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.


MY/rp/3/28/84

BY


Authorized Representative

MONS 158716

ZZ-IL71a Ptd in U S A

 CALIFORNIA UNION INSURANCE COMPANY LOS ANGELES, CALIFORNIA A CALIFORNIA STOCK COMPANY (herein called "the Company")		Replacing <u>None</u> CERTIFICATE OF EXCESS INSURANCE ZCX 00 32 19 DECLARATIONS
NAMED INSURED MAILING ADDRESS	Monsanto Company, etal (as per underlying policies) 800 North Lindbergh Boulevard St. Louis, Missouri 63166	Surplus Lines Tax: \$1,250.00 THOMAS E. SEARS, INC. INSURANCE PARK SQUARE BUILDING 51 ST. JAMES AVENUE BOSTON, MASS. 02116 POLICY PERIOD: From 4/1/78 To 4/1/79 At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 1. PRIMARY INSURANCE-

<u>Primary Carrier(s)</u>	<u>Policy Number(s)</u>	<u>Policy Period(s)</u>
Underwriters at Lloyds and Companies	SD3028 & UKL0649	4/1/78 to 4/1/79

(and various excess underlying insurers)

Item 2. DESCRIPTION OF PRIMARY INSURANCE- excess liability

Bodily injury and property damage combined, \$56,000,000.00 each occurrence and annual aggregate, where applicable, excess of underlying limits.

Item 3. DESCRIPTION OF EXCESS INSURANCE- Following form excess liability

Bodily injury and Property damage combined, \$5,000,000.00 part of \$22,000,000.00 each occurrence and annual aggregate where applicable, excess of limits specified in item 2 above.

Item 4. PREMIUM- \$25,000.00 Flat
 Minimum premium
 \$25,000.00

dm 6/28/78
 22-1885 Pto. in U.S.A.

By: _____


 Authorized Representative

MONS 155043

This is a Certificate of Excess Insurance issued by the Company to the party(s) named in the declarations (hereafter referred to as the "Insured")

A. WHEREAS, the primary insurers have issued to the Insured policies of insurance (listed in Item 1 - Primary Insurance) of the declarations (which policies including renewals or replacements thereof on the same basis, are herein called the primary insurance) which are providing the insurance described in Item 2 - Description of Primary Insurance) of the declarations.

1. NOW, this Certificate is to indemnify the Insured in accordance with the applicable insuring agreements, exclusions and conditions of the primary insurance for excess loss as specified in Item 3 - Description of Excess Insurance) of the declarations.

C. The insurance afforded by this Certificate shall follow that of the primary insurance except that anything in this certificate or the primary insurance to the contrary notwithstanding, the Company shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but the Company shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve the Company, in which event the Insured and the Company shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of the Company without its consent being first obtained; however, in the event that the amount of the excess loss becomes certain either through final court judgment or agreement among the Insured, the claimant and the Company, then, the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, the Company will indemnify the Insured for such payment, or, the Company will, upon request of the Insured, pay such amount to the claimant on behalf of the Insured. (2) the insurance afforded by this

Certificate shall not apply to any expenses for which insurance is provided in the primary insurance. (3) the insurance afforded by this Certificate shall not apply to any claim seeking punitive or exemplary damages. (4) where amended by endorsement attached hereto.

D. The premium for this Certificate is the amount stated in Item 4 of the declarations and is payable upon delivery of this certificate.

E. The Company shall be furnished with copies of the primary insurance and all endorsements thereto which in any manner affect this excess insurance as soon as practicable.

F. This Certificate may be canceled by the Insured by surrender thereof to the Company or any of its authorized representatives, or by mailing to the Company written notice stating when thereafter such cancellation shall be effective, it being agreed, however, that in the event of cancellation or termination of the primary insurance, this Certificate to the extent of such cancellation or termination, shall cease to apply at the same time without notice to the Insured. This Certificate may be canceled by the Company by mailing to the Insured by the first Named Insured at the address shown herein written notice stating when, not less than 30 days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation as stated in the notice shall become the end of the term of this Certificate. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

G. If the period of the primary insurance is not concurrent with the terms of this Certificate, it is agreed that for the purpose of determining the Company's liability for loss in excess of the aggregate limits where applicable, of the primary insurance, only loss happening during the term of this Certificate shall be included.

NUCLEAR ENERGY LIABILITY EXCLUSION

d. As used in this Exclusion:

This Certificate does not apply:

a. Under any Liability Coverage, to bodily injury or property damage

(1) with respect to which an Insured under the Certificate is also an Insured under a nuclear energy liability Certificate issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an Insured under any such Certificate but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this Certificate not been issued would be, entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

c. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material:

(1) the nuclear material is at any nuclear facility owned by, or operated by or on behalf of, an Insured, or (b) has been discharged or dispersed therefrom.

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or

(3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada this exclusion shall apply only to property damage to such nuclear facility and any property thereat.

SERVICE OF SUIT

Not Applicable in California

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America, its territories or possessions, and will comply with all requirements necessary to give such Court jurisdiction on all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon HUGH M. SINCLAIR, President or his nominee, of the Company at P. O. Box 7728 Philadelphia, Pennsylvania 19101 and that in any suit instituted against any one of them upon this Certificate, the Company will abide by final decision of such Court or of any Appellate Court in the event of appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured. IN WITNESS WHEREOF, the CALIFORNIA UNION INSURANCE COMPANY has caused this Certificate to be signed by its President and Secretary at Philadelphia, Pennsylvania, and countersigned on the declarations page by a duly Authorized Representative of the Company.

Bertie C. Holman
Vice President

James H. Smith
President

MONS 155044

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950

ENDORSEMENT

NO. 4 TO POLICY NO. ZCX 00 32 19

EFFECTIVE DATE APRIL 1, 1978

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

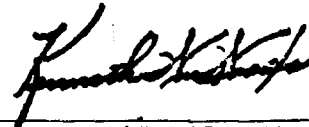
PREMIUM \$ NIL

☐ RETURN

IT IS HEREBY AGREED AND UNDERSTOOD THAT (3), UNDER C,
THE INSURANCE AFFORDED BY THIS CERTIFICATE IS DELETED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

By



Authorized Representative

EE-12013 PTD. IN U.S.A.

MONS 155045

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P.O. Box 76960

ENDORSEMENT

NO. 3 TO POLICY NO. ZCX 003219

EFFECTIVE DATE 4/1/78

NAMED
INSURED MONSANTO COMPANY; ETAL

☐ ADDITIONAL

PREMIUM \$ NIL

☐ RETURN

IT IS AGREED THAT THE SURPLUS LINES TAX, (PER POLICY DECLARATIONS) IS

AMENDED TO READ AS FOLLOWS:

\$25.37

BB/eg/mh 12/22/78


By



Authorized Representative

ZZ-9846c Ptd. in U.S.A.

MONS 155046

 LOS ANGELES, CALIFORNIA 90010	ENDORSEMENT NO. <u>2</u> TO POLICY NO. <u>201 00 32 19</u> EFFECTIVE DATE <u>4/1/78</u>
NAMED INSURED <u>MONSANTO COMPANY, ETAL</u>	<input type="checkbox"/> ADDITIONAL <input type="checkbox"/> RETURN PREMIUM \$ <u>NIL</u>

**MANUSCRIPT ENDORSEMENT
60 DAY CANCELLATION**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS AGREED THAT NOTICE OF CANCELLATION GIVEN BY THE COMPANY (AS SPECIFIED IN CONDITION F OF THE POLICY TERMS AND CONDITIONS) IS AMENDED TO SIXTY (60) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM IN WHICH CASE A TEN (10) DAY NOTICE OF CANCELLATION SHALL APPLY.

cg 11/18/78

ZZ-98460 (5/78)

By


Authorized Representative

MONS 155047

CALIFORNIA UNION INSURANCE COMPANY LOS ANGELES, CALIFORNIA 90010		ENDORSEMENT NO. <u>1</u> TO POLICY NO. <u>ZGX 00 32 19</u> EFFECTIVE DATE <u>4/1/78</u>	
NAMED INSURED	MONSANTO COMPANY ETAL	<input type="checkbox"/> ADDITIONAL <input type="checkbox"/> RETURN	PREMIUM \$ NIL

IT IS AGREED THAT ITEM 1. PRIMARY INSURANCE, (PER POLICY DECLARATIONS)
IS AMENDED AS FOLLOWS:

<u>PRIMARY CARRIER(S)</u>	<u>POLICY NUMBER(S)</u>	<u>POLICY PERIOD(S)</u>
INA	ISG 1107	4/1/78 TO 4/1/81
VARIOUS LONDON COMPANIES	SD3025/UKL0644	
4/1/78 TO 4/1/81		
(AND VARIOUS EXCESS UNDERLYING INSURERS)		

IT IS FURTHER AGREED THAT ITEM 4. PREMIUM, (PER POLICY DECLARATIONS)
IS AMENDED TO READ AS FOLLOWS:
ITEM 4. PREMIUM - \$25,000. FLAT

og 11/18/78

ZZ 9846b (5/78)

By


Authorized Representative

MONS 155048

CAL UNION

California Union Insurance Company
 Los Angeles, California
 A STOCK INSURANCE COMPANY
 (herein called "the Company")

POLICY OF EXCESS INSURANCE

DECLARATIONS

ZCX 00 61 90

NAMED INSURED
 MONSANTO COMPANY
 (PER UNDERLYING POLICIES)

MAILING ADDRESS
 800 NORTH LINDBERGH BLVD.
 ST. LOUIS, MISSOURI 63166

POLICY PERIOD: From 4-1-82 To 4-1-83

THOMAS E. SEARS · INC.**INSURANCE - REINSURANCE**

JOHN HANCOCK TOWER
 800 CLARENDON STREET
 BOSTON, MASS. 02116

Item 1. DESIGNATED UNDERLYING INSURANCE

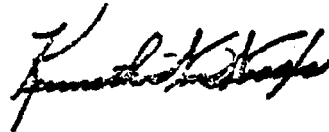
<u>Designated Underlying Carrier(s)</u>	<u>Policy Number(s)</u>	<u>Policy Period(s)</u>
UNDERWRITERS AT LLOYDS, LONDON AND VARIOUS COMPANIES	SD 5023 (C) / UMA 0223* (COVER NOTE)	4-1-80 TO 4-1-83

Item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE— UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$58,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE— EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$ 5,000,000. PART OF \$22,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM— \$12,500. FLAT ANNUAL


HS/jn/4/8/82

MONS 157682

CAL UNION

California Union Insurance Company

P O Box 76950, 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076

MONS 157683

12/15/2011 10:05:11 AM

CAL UNION

California Union Insurance Company

3857 Wilshire Boulevard Suite 800 Los Angeles CA 90010
Post Office Box 76950 Los Angeles CA 90076
213 480 4100 Telex 697 437

ATTACHED TO AND
FORMING PART OF POLICY NO. ZCX 00 61 90

EFFECTIVE DATE APRIL 1, 1982

NAMED INSURED MONSANTO COMPANY, ETAL

SERVICE OF SUIT
(Not Applicable in California)

It is agreed that in the event of the failure of the Company herein to pay any amount claimed to be due on a policy, the Company herein, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction in any state or territory of the United States and will comply with all orders and judgments of such court in connection with the policy.

By the undersigned, service of process in such suit may, at any time, be made upon the Company at P.O. Box 76950, Los Angeles, California 90076 and upon the Insured herein, at the address shown on this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and, upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company herein hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

HS/jn/4/8/82

MONS 157684

22-2530 Printed in USA

California Union Insurance Company

ENDORSEMENT

ZCX 00 61 90

EFFECTIVE DATE APRIL 1, 1982

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ NIL

☐ RETURNREVISED PARTICIPATION ENDORSEMENT

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER, HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

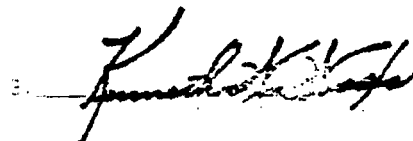
I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:

22.73 PERCENT PART OF 100 PERCENT

II. QUOTA SHARE PARTICIPATION

<u>COMPANY</u>	<u>POLICY NO.</u>	<u>PERCENT PART OF 100 PERCENT</u>
TWIN CITIES INSURANCE COMPANY	TS101311	22.73
INSURANCE COMPANY OF NORTH AMERICA	XCC144573	9.09
LLOYDS, LONDON	SD7027/UPA0094	29.13
MONSIEUR INSURANCE COMPANY	82MSL2022	7.23
INTEGRITY INSURANCE COMPANY	XL203894	9.09

HS:1b1/8/24/82



MONS 157685

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950

ENDORSEMENT

NO. 6 TO POLICY NO. ZCX 00 61 90

EFFECTIVE DATE APRIL 1, 1982

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ NIL

☐ RETURN

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023 OF VARIOUS COMPANIES.

THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE FOLLOWING ENDORSEMENTS ATTACHED TO THIS POLICY:

ERISA EXCLUSION
FIDELITY EXCLUSION
WORKERS COMPENSATION EXCLUSION

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE COVERAGE PROVIDED BY THIS POLICY SHALL ONLY APPLY TO THE TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023 OF VARIOUS COMPANIES AS OF THE INCEPTION DATE, APRIL 1, 1982 OF THIS POLICY REGARDLESS OF ANY RETROACTIVE EFFECTIVE DATE OF ANY CHANGES OF SD-5023. THIS POLICY WILL NOT BE EXTENDED WITHOUT OBTAINING AGREEMENT FROM UNDERWRITERS HEREON. IN THE EVENT OF UNDERWRITERS HEREON NOT AGREEING TO SUCH, FURTHER EXTENSION COVERAGE WILL BE PROVIDED HEREON AS IF SUCH EXTENSION HAD NOT BEEN GRANTED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

By


Authorized Representative

MONS 157686

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950

ENDORSEMENT

NO. 5 TO POLICY NO. ZCX 00 61 90

EFFECTIVE DATE APRIL 1, 1982

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ NIL

☐ RETURN

FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING THE
POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY REASON
OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

By


Authorized Representative

MONS 157687

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950

ENDORSEMENT

NO. 4 TO POLICY NO. ZCX 00 61 90

EFFECTIVE DATE APRIL 1, 1982

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ NIL

☐ RETURN

WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

By



Authorized Representative

HS/jn/5/26/82

MONS 157688

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950

ENDORSEMENT

NO. 3 TO POLICY NO. ZCX 00 61 90
EFFECTIVE DATE APRIL 1, 1982

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ NIL

☐ RETURN

ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE
EMPLOYEES RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY
AMENDMENT OR ADDITION THERETO) OR ANY STATE STATUTE OR COMMON
LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES
WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

By


Authorized Representative

MONS 157689

California Union Insurance Company
 1807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
 P O Box 76950

ENDORSEMENT

NO. 2 TO POLICY NO. ZCX 00 61 90
 EFFECTIVE DATE APRIL 1, 1982

NAMED
INSURED

MONSANTO COMPANY

☐ ADDITIONAL

PREMIUM \$

INCLUDED

☐ RETURNPARTICIPATION ENDORSEMENT

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:

22.73 PERCENT PART OF 100 PERCENT

II. QUOTA SHARE PARTICIPATION:

<u>COMPANY</u>	<u>POLICY NO.</u>	<u>PERCENT PART OF 100 PERCENT</u>
OLD REPUBLIC INSURANCE COMPANY	TO BE ADVISED	22.73
INSURANCE COMPANY OF NORTH AMERICA	TO BE ADVISED	9.09
LLOYDS, LONDON	TO BE ADVISED	38.97
MONSIEUR	TO BE ADVISED	6.48

ALL CONDITIONS CONTAINED HEREIN SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OTHER TERMS, CONDITIONS OR COVENANTS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED BY REFERENCE ONLY.

HS/jn/4/8/82

By

Authorized Representative

MONS 157690

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950

REVISED ENDORSEMENT
NO. 1 TO POLICY NO. ZCX 00 61 90
EFFECTIVE DATE APRIL 1, 1982

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL
☐ RETURN

PREMIUM \$ NIL

IT IS AGREED THAT THE NOTICE OF CANCELLATION GIVEN BY THE COMPANY
(AS SPECIFIED IN CONDITION 'F' OF THE POLICY TERMS AND CONDITIONS)
IS AMENDED TO NINETY (90) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT
IN THE EVENT OF NON-PAYMENT OF PREMIUM, IN WHICH CASE A TEN (10)
DAYS NOTICE OF CANCELLATION SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

By


Authorized Representative

MONS 157691

CAL UNION

California Union Insurance Company
1801 Wilshire Boulevard Suite 800 Los Angeles CA 90075
P O Box 76950

ENDORSEMENT

NO. 1 TO POLICY NO. ZCX 00 61 90

EFFECTIVE DATE APRIL 1, 1982

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

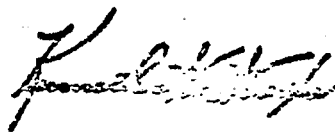
PREMIUM \$

INCLUDED

☐ RETURN

IT IS AGREED THAT THE NOTICE OF CANCELLATION GIVEN BY THE COMPANY
(AS SPECIFIED IN CONDITION 'F' OF THE POLICY TERMS & CONDITIONS)
IS AMENDED TO SIXTY (60) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT
IN THE EVENT OF NON-PAYMENT OF PREMIUM, IN WHICH CASE A TEN (10)
DAYS NOTICE OF CANCELLATION SHALL APPLY.

HS/jn/4/8/82



MONS 157692

CAL UNION**California Union Insurance Company**
Los Angeles, CaliforniaA STOCK INSURANCE COMPANY
(herein called "the Company")

POLICY OF EXCESS INSURANCE

DECLARATIONS
ZCX 00 61 91NAMED
INSURED MONSANTO COMPANY
(PER UNDERLYING POLICIES)MAILING ADDRESS 800 NORTH LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63166

POLICY PERIOD: From 4-1-82 To 4-1-83

At the time of the address of the named insured as stated herein

THOMAS E. SEARS · INC.**INSURANCE - REINSURANCE**JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASS. 02116**Item 1. DESIGNATED UNDERLYING INSURANCE**Designated Underlying Carrier(s)Policy Number(s)Policy Period(s)UNDERWRITERS AT LLOYDS,
LONDON AND VARIOUS
COMPANIESSD 5023(C)/UMA 0223
(COVER NOTE)

4-1-80 TO 4-1-83

Item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE— UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$140,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE— EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$ 5,000,000. PART OF \$105,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM— \$5,000. FLAT ANNUAL

HS/jn/4/8/82

MONS 157904

CAL UNION

California Union Insurance Company

P O Box 76950, 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076

CONFIDENTIAL BUSINESS INFORMATION

MONS 157905

CAL UNION

California Union Insurance Company

3801 Wilshire Boulevard Suite 800 Los Angeles CA 90010
P.O. Office Box 76950 Los Angeles CA 90076
213 480 4100 Telex 687 437

ATTACHED TO AND
FORMING PART OF POLICY NO. ZCX 00 61 91

EFFECTIVE DATE APRIL 1, 1982

INSURED INSURED **MONSANTO COMPANY, ETAL**

SERVICE OF SUIT
Not Applicable in California

It is agreed that in the event of the failure of the Company hereon to pay any amount of a claim which may be payable hereon at the request of the Insured, the Insured shall submit the claim to the appropriate court of law in the State of America and the Insured shall comply with all such court orders, decrees and judgments and the Insured shall be determined in accordance with the said court orders, decrees and judgments.

It is further agreed that service of process in such suit may be made upon KENNETH M. KENNEDY, President of the Company at P.O. Box 76950 Los Angeles, California 90076 and that in any such suit or action brought upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

HS/jn/4/8/82

MONS 157906

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950

ENDORSEMENTNO. 6 TO POLICY NO. ZCX 00 61 91EFFECTIVE DATE APRIL 1, 1982NAMED
INSUREDMONSANTO COMPANY, ETAL☐ ADDITIONALPREMIUM \$ NIL☐ RETURN

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023 OF VARIOUS COMPANIES.

THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE FOLLOWING ENDORSEMENTS ATTACHED TO THIS POLICY:

ERISA EXCLUSION
FIDELITY EXCLUSION
WORKERS' COMPENSATION EXCLUSION

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE COVERAGE PROVIDED BY THIS POLICY SHALL ONLY APPLY TO THE TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023 BY VARIOUS COMPANIES AS OF THE INCEPTION DATE, APRIL 1, 1982 OF THIS POLICY REGARDLESS OF ANY RETROACTIVE EFFECTIVE DATE OF ANY CHANGES OF SD-5023. THIS POLICY WILL NOT BE EXTENDED WITHOUT OBTAINING AGREEMENT FROM UNDERWRITERS HEREON. IN THE EVENT OF UNDERWRITERS HEREON NOT AGREEING TO SUCH FURTHER EXTENSION, COVERAGE WILL BE PROVIDED HEREON AS IF SUCH EXTENSION HAD NOT BEEN GRANTED.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

By


Authorized Representative

MONS 157907

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950

ENDORSEMENT

NO. 5 TO POLICY NO. ZCX 00 61 91

EFFECTIVE DATE APRIL 1, 1982

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ NIL

☐ RETURN

FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING
THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED
BY REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/5/26/82

By


Authorized Representative

MONS 157908

CAL UNION**California Union Insurance Company**
3807 Wilshire Boulevard Suite 800 Los Angeles CA-90076
P O Box 76950**ENDORSEMENT**NO. ⁴ TO POLICY NO. ZCX 00 61 91

EFFECTIVE DATE APRIL 1, 1982

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ NIL

☐ RETURNWORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED
OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS'
COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW,
OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

By


Authorized Representative

MONS 157909

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950

ENDORSEMENT

NO. 3 TO POLICY NO. ZCX 00 61 91
EFFECTIVE DATE APRIL 1, 1982

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL
☐ RETURN

PREMIUM \$ NIL

ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE
EMPLOYEES RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY
AMENDMENT OR ADDITION THERETO) OR ANY STATE STATUTE OR COMMON
LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES
WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

By


Authorized Representative

MONS 157910

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90075
P O Box 76950

REVISED
2
NO. TO POLICY NO. ZCX 00 61 91
EFFECTIVE DATE APRIL 1, 1982

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ NIL

☐ RETURN

IT IS AGREED THAT THE NOTICE OF CANCELLATION GIVEN BY THE COMPANY (AS SPECIFIED IN CONDITION 'F' OF THE POLICY TERMS AND CONDITIONS) IS AMENDED TO NINETY (90) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT IN THE EVENT OF NON-PAYMENT OF PREMIUM, IN WHICH CASE A TEN (10) DAYS NOTICE OF CANCELLATION SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/5/26/82

By


Authorized Representative

MONS 157911

CAL UNION

California Union Insurance Company
 1111 Wilshire Boulevard Suite 900 Los Angeles CA 90017
 P O Box 76950

ENDORSEMENT

NO. 2 TO POLICY NO. ZCX 00 61 91

EFFECTIVE DATE APRIL 1, 1982

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

IT IS AGREED THAT THE NOTICE OF CANCELLATION GIVEN BY THE COMPANY
 (AS SPECIFIED IN CONDITION 'F' OF THE POLICY TERMS & CONDITIONS)
 IS AMENDED TO SIXTY (60) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT
 IN THE EVENT OF NON-PAYMENT OF PREMIUM, IN WHICH CASE A TEN (10)
 DAYS NOTICE OF CANCELLATION SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY AFTER WAIVER OR EXTENSION OF THE TERM
 OF OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OR TO THE POLICY ITSELF

HS/jn/4/8/82

By

MONS 157912

CAL UNION

California Union Insurance Company
 1070 Wilshire Boulevard Suite 800 Los Angeles CA 90076
 P.O. Box 76950

ENDORSEMENT

NO. 1 TO POLICY NO. ZCX 00 61 91
 EFFECTIVE DATE APRIL 1, 1982

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN**PARTICIPATION ENDORSEMENT**

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:

4.76 PERCENT PART OF 100 PERCENT

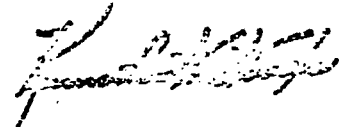
II. QUOTA SHARE PARTICIPATION:

<u>COMPANY</u>	<u>POLICY NO.</u>	<u>PERCENT PART OF 100 PERCENT</u>
VARIOUS INSURANCE COMPANIES	TO BE ADVISED	95.24

THIS ENDORSEMENT SHALL BE HELD TO HAVE FULL EFFECT IN ALL STATES WHERE THE POLICY OR THIS ENDORSEMENT IS APPLICABLE.

HS/jn/4/8/82

By



MONS 157913

CAL UNION**California Union Insurance Company**
Los Angeles, CaliforniaA STOCK INSURANCE COMPANY
(herein called "the Company")**POLICY OF EXCESS INSURANCE****DECLARATIONS****ZCX 00 65 08**NAMED
INSURED**MONSANTO COMPANY**
(PER UNDERLYING POLICIES)MAILING ADDRESS 800 NORTH LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63167

POLICY PERIOD: From 4-1-83 To 4-1-84

At 12 01 A.M. Standard Time at the address of the Named Insured as stated herein

THOMAS E. SEARS · INC.**INSURANCE - REINSURANCE**JOHN HANCOCK TOWER
800 CLARENDON STREET
BOSTON, MASS. 02116**Item 1. DESIGNATED UNDERLYING INSURANCE**Designated Underlying Carrier(s)Policy Number(s)Policy Period(s)UNDERWRITERS AT LLOYDS,
LONDON AND VARIOUS
COMPANIES

TO BE ADVISED

TO BE ADVISED

Item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE— UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$58,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE— EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$ 5,000,000. PART OF \$22,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM— \$12,500. FLAT ANNUAL

HS/jn/3/22/83

By: _____

Authorized Representative

ZZ-4H07a Ptd. in U.S.A. 10/79

MONS 158160

CAL UNION

California Union Insurance Company

P.O. Box 76950, 3807 Wilshire Boulevard Suite 800 Los Angeles, CA 90076

MONS 158161

CAL UNION**California Union Insurance Company**

3807 Wilshire Boulevard Suite 800 Los Angeles CA 90010
 Post Office Box 76950 Los Angeles CA 90076
 213 480 4700 Telex 687 437

ATTACHED TO AND
 FORMING PART OF POLICY NO. ZCX 00 65 08

EFFECTIVE DATE APRIL 1, 1983

NAMED INSURED **MONSANTO COMPANY, ETAL**

SERVICE OF SUIT
 (Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company at P. O. Box 76950, Los Angeles, California 90076 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

HS/jn/3/22/83

MONS 158162

CAL UNION

California Union Insurance Company
 1807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
 P O Box 76950

ENDORSEMENTNO. **6** TO POLICY NO. **ZCX 00 65 08**EFFECTIVE DATE **APRIL 1, 1983**NAMED
INSURED**MONSANTO COMPANY, ETAL**☐ **ADDITIONAL**PREMIUM \$ **INCLUDED**☐ **RETURN****PARTICIPATION ENDORSEMENT**

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:**22.73 PERCENT PART OF 100 PERCENT****II. QUOTA SHARE PARTICIPATION****COMPANY****POLICY NO.****PERCENT PART OF**
100 PERCENT**TO BE ADVISED****TO BE ADVISED****77.27**

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

By


 Authorized Representative

22-1171 Pkg. in U.S.A.

MONS 158163

CAL UNION

California Union Insurance Company
 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
 P O Box 76950

ENDORSEMENTNO. 5 TO POLICY NO. ZCX 00 65 08EFFECTIVE DATE APRIL 1, 1983NAMED
INSUREDMONSANTO COMPANY, ETAL☐ ADDITIONAL☐ RETURNPREMIUM \$ INCLUDED

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023* OF VARIOUS COMPANIES.

THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE FOLLOWING ENDORSEMENTS ATTACHED TO THIS POLICY:

ERISA EXCLUSION
 FIDELITY EXCLUSION
 WORKERS COMPENSATION EXCLUSION

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE COVERAGE PROVIDED BY THIS POLICY SHALL ONLY APPLY TO THE TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023* OF VARIOUS COMPANIES AS OF THE INCEPTION DATE, APRIL 1, 1983 OF THIS POLICY REGARDLESS OF ANY RETROACTIVE EFFECTIVE DATE OF ANY CHANGES OF SD-5023.* THIS POLICY WILL NOT BE EXTENDED WITHOUT OBTAINING AGREEMENT FROM UNDERWRITERS HEREON. IN THE EVENT OF UNDERWRITERS HEREON NOT AGREEING TO SUCH, FURTHER EXTENSION COVERAGE WILL BE PROVIDED HEREON AS IF SUCH EXTENSION HAD NOT BEEN GRANTED.

*INCLUDING RENEWALS OR REPLACEMENTS THEREOF.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

By



Authorized Representative

ZZ-1L71 Ptd. in U.S.A.

MONS 158164

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950

ENDORSEMENT

NO. 4 TO POLICY NO. ZCX 00 65 08

EFFECTIVE DATE APRIL 1, 1983

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING
THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY
REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

By


Authorized Representative

ZZ-1L71 Ptd. in U.S.A.

MONS 158165

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O. Box 76950

ENDORSEMENTNO. 3 TO POLICY NO. ZCX 00 65 08EFFECTIVE DATE APRIL 1, 1983NAMED
INSUREDMONSANTO COMPANY, ETAL☐ ADDITIONAL☐ RETURNPREMIUM \$ INCLUDEDWORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED
OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS'
COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW,
OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

By



Authorized Representative

22-1L71 P&G. In U.S.A.

MONS 158166

CAL UNION**California Union Insurance Company**
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P.O. Box 76950**ENDORSEMENT**NO. 2 TO POLICY NO. ZCX 00 65 08EFFECTIVE DATE APRIL 1, 1983NAMED
INSURED MONSANTO COMPANY, ETAL☐ ADDITIONALPREMIUM \$ INCLUDED☐ RETURN**ERISA EXCLUSION**

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE
EMPLOYEES RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY
AMENDMENT OR ADDITION THERETO) OR ANY STATE STATUTE OR COMMON
LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES
WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jm/3/22/83

By


Authorized Representative

ZZ-1L71 Pkg. in U.S.A.

MONS 158167

CAL UNION**California Union Insurance Company**
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950**ENDORSEMENT**NO. 1 TO POLICY NO. ZCX 00 65 08EFFECTIVE DATE APRIL 1, 1983NAMED
INSUREDMONSANTO COMPANY, ETAL☐ ADDITIONAL☐ RETURNPREMIUM \$ INCLUDED

IT IS AGREED THAT THE NOTICE OF CANCELLATION GIVEN BY THE COMPANY
(AS SPECIFIED IN CONDITION 'F' OF THE POLICY TERMS AND CONDITIONS)
IS AMENDED TO NINETY (90) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT
IN THE EVENT OF NON-PAYMENT OF PREMIUM, IN WHICH CASE A TEN (10)
DAYS NOTICE OF CANCELLATION SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jm/3/22/83

By


Authorized Representative

22-1L71 Pg. in U.S.A.

MONS 158168

CAL UNION

California Union Insurance Company
Los Angeles, California

A STOCK INSURANCE COMPANY
(herein called "the Company")

POLICY OF EXCESS INSURANCE

DECLARATIONS
ZCX 00 65 09

NAMED INSURED **MONSANTO COMPANY**
(PER UNDERLYING POLICIES)

MAILING ADDRESS **800 NORTH LINDBERGH BLVD.**
ST. LOUIS, MISSOURI 63167

POLICY PERIOD: From 4-1-83 To 4-1-84

At 12 01 A. M. Standard Time at the address of the Named Insured as stated herein

THOMAS E. SEARS · INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER
250 CLARENDON STREET
BOSTON, MASS. 02116

Item 1. DESIGNATED UNDERLYING INSURANCEDesignated Underlying Carrier(s)Policy Number(s)Policy Period(s)

UNDERWRITERS AT LLOYDS,
LONDON AND VARIOUS
COMPANIES

TO BE ADVISED

TO BE ADVISED

Item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE - UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$140,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE - EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$5,000,000. PART OF \$105,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

10 M. effective 12-6-83 replacing Ambrosio

Item 4. PREMIUM - \$5,000. FLAT ANNUAL

HS/jn/3/22/83

By: *Kenneth M. Kafe*

Authorized Representative

CAL UNION

California Union Insurance Company

P.O. Box 76950, 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076

MONS 158354

CAL UNION**California Union Insurance Company**

3807 Wilshire Boulevard Suite 800 Los Angeles CA 90010
 Post Office Box 76950 Los Angeles CA 90076
 213 480 4700 Telex 687 437

ATTACHED TO AND
 FORMING PART OF POLICY NO. ZCX 00 65 09

EFFECTIVE DATE APRIL 1, 1983

NAMED INSURED MONSANTO COMPANY, ETAL

SERVICE OF SUIT
 (Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company at P. O. Box 76950, Los Angeles, California 90076 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

4S/jm/3/22/83

MONS 158355

CAL DIVISION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO 7 TO POLICY NO ZCX 00 65 09

EFFECTIVE DATE DECEMBER 6, 1983

MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ 1,590.

☐ RETURN

IT IS UNDERSTOOD AND AGREED THAT EFFECTIVE DECEMBER 6, 1983, ITEM 3. DESCRIPTION OF EXCESS INSURANCE AS SHOWN ON THE DECLARATIONS PAGE IS AMENDED IN PART TO READ AS FOLLOWS:

\$10,000,000. PART OF \$105,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

HS/rp/12/14/83.

BY


Authorized Representative

CONFIDENTIAL

MONS 158356

CAL UNION

California Union Insurance Company
 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
 P O Box 76950

ENDORSEMENTNO. 6 TO POLICY NO. ZCX 00 65 09EFFECTIVE DATE APRIL 1, 1983NAMED
INSUREDMONSANTO COMPANY, ETAL☐ ADDITIONALPREMIUM \$ INCLUDED☐ RETURN

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023* OF VARIOUS COMPANIES.

THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE FOLLOWING ENDORSEMENTS ATTACHED TO THIS POLICY:

ERISA EXCLUSION
 FIDELITY, EXCLUSION
 WORKERS' COMPENSATION EXCLUSION

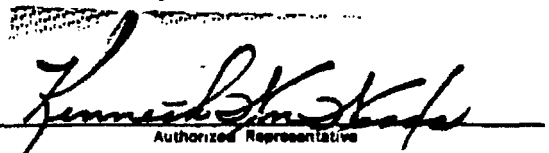
IT IS FURTHER UNDERSTOOD AND AGREED THAT THE COVERAGE PROVIDED BY THIS POLICY SHALL ONLY APPLY TO THE TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023* BY VARIOUS COMPANIES AS OF THE INCEPTION DATE, APRIL 1, 1983 OF THIS POLICY REGARDLESS OF ANY RETROACTIVE EFFECTIVE DATE OF ANY CHANGES OF SD-5023*. THIS POLICY WILL NOT BE EXTENDED WITHOUT OBTAINING AGREEMENT FROM UNDERWRITERS HEREON. IN THE EVENT OF UNDERWRITERS HEREON NOT AGREEING TO SUCH FURTHER EXTENSION, COVERAGE WILL BE PROVIDED HEREON AS IF SUCH EXTENSION HAD NOT BEEN GRANTED.

*INCLUDING RENEWALS OR REPLACEMENTS THEREOF.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

BS/jn/3/22/83

By


 Authorized Representative

ZZ-1L71 Ptd. in U.S.A.

MONS 158357

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950

ENDORSEMENT

NO. 5 TO POLICY NO. ZCX 00 65 09

EFFECTIVE DATE APRIL 1, 1983

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING
THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED
BY REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

By


Authorized Representative

ZZ-1L71 Ptd. in U.S.A.

MONS 158358

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950

ENDORSEMENT

NO. 4 TO POLICY NO. ZCX 00 65 09

EFFECTIVE DATE APRIL 1, 1983

NAMED
INSURED

MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

By


Authorized Representative

ZZ-1L71 Ptd. in U.S.A.

MONS 158359

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P O Box 76950

ENDORSEMENT

NO. 3 TO POLICY NO. ZCX 00 65 09

EFFECTIVE DATE APRIL 1, 1983

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE
EMPLOYEES RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY
AMENDMENT OR ADDITION THERE TO) OR ANY STATE STATUTE OR COMMON
LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES
WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

By


Authorized Representative

22-1L71 Ptd. in U.S.A.

MONS 158360

CAL UNION

California Union Insurance Company
3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
P.O. Box 76950

ENDORSEMENT

NO. 2 TO POLICY NO. ZCX 00 65 09

EFFECTIVE DATE APRIL 1, 1983

NAMED
INSURED MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

IT IS AGREED THAT THE NOTICE OF CANCELLATION GIVEN BY THE COMPANY,
(AS SPECIFIED IN CONDITION 'F' OF THE POLICY TERMS AND CONDITIONS)
IS AMENDED TO NINETY (90) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT
IN THE EVENT OF NON-PAYMENT OF PREMIUM, IN WHICH CASE A TEN (10)
DAYS NOTICE OF CANCELLATION SHALL APPLY.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDI-
TIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

By 
Authorized Representative

22-1171 Ptd. In U.S.A.

MONS 158361

CAL UNION

California Union Insurance Company
 3807 Wilshire Boulevard Suite 800 Los Angeles CA 90076
 P O. Box 76950

ENDORSEMENT

NO. 1 TO POLICY NO. ZCX 00 63 09
 EFFECTIVE DATE APRIL 1, 1983

NAMED
INSURED

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

PARTICIPATION ENDORSEMENT

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL INSURANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER. HOWEVER, THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:

4.76 PERCENT PART OF 100 PERCENT

II. QUOTA SHARE PARTICIPATION:

<u>COMPANY</u>	<u>POLICY NO.</u>	<u>PERCENT PART OF 100 PERCENT</u>
VARIOUS INSURANCE COMPANIES	TO BE ADVISED	95.24

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

HS/jn/3/22/83

By

Kenneth M. Skape
 Authorized Representative

ZZ-1L71 Ptd. in U.S.A.

MONS 158362

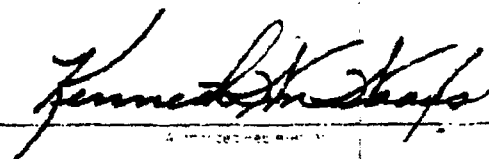
CAL UNION**California Union Insurance Company**

LIFE - ACCIDENTS - SICKNESS

A STOCK INSURANCE COMPANY
(herein called "the Company")**POLICY OF EXCESS INSURANCE****DECLARATIONS****ZCX 00 70 96**NAMED
INSURED **MONSANT COMPANY
(PER UNDERLYING POLICIES)**MAILING
ADDRESS **800 NORTH LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63147**POLICY PERIOD From **4-1-84** To **4-1-85****THOMAS E. SEARS, INC.****INSURANCE - REINSURANCE**JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASS. 02116**Item 1. DESIGNATED UNDERLYING INSURANCE****Designated Underlying Carrier(s)****Policy Number(s)****Policy Period(s)****UNDERWRITERS AT LLOYDS,
LONDON AND VARIOUS
COMPANIES****TO BE ADVISED****4-1-84 / 4-1-85****Item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE - UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:****\$140,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.****Item 3. DESCRIPTION OF EXCESS INSURANCE - EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:****\$ 10,000,000. PART OF \$105,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.****Item 4. PREMIUM - \$12,500 FLAT ANNUAL**

MY/tp/3/28/84

By

**MONS 159011**

This is a Policy of Excess Insurance issued by the Company to the party(ies) named in the declarations (hereafter referred to as the "Insured")

- A. WHEREAS**, The undersigned Insurers have issued to the Insured a policy of insurance listed in Item 1. Designated Underlying Insurance, of the Insured, which policies, including renewals or replacements thereof, or the policies are herein called the designated underlying insurance, which are provided in the insurance described in Item 2. Description of Designated Underlying Insurance, in the declarations.
- B. NOW**, the Insured, to indemnify the Insured in accordance with the applicable terms, conditions, exclusions and conditions of the designated underlying insurance, shall pay the excess loss as specified in Item 3. Description of Excess Insurance, of the declarations.
- C.** The insurance afforded by this Policy shall follow that of the designated underlying insurance, except that, anything in this Policy, or the designated underlying insurance, to the contrary notwithstanding, the Company shall not be obligated to make payment of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but the Company shall have the right and the opportunity to associate with the Insured in the defense or control of the claim, suit or proceeding which appears reasonably likely to involve the Insured, in which event the Insured and the Company shall cooperate in all the defense or control of such claim, suit or proceeding, but no payment shall be made on behalf of the Company without its consent being first obtained; however, in the event that the amount of the excess loss becomes certain within thirty days of judgment or agreement among the Insured, the Insured and the Company, then, the Insured may pay the amount of excess loss to the Insured to effect settlement and, upon submission of due proof thereof, the Company will indemnify the Insured for such payment, or the Company will, upon request of the Insured, pay such amount to the claimant on behalf of the Insured. 2) The insurance afforded by this Policy shall not apply to any expenses incurred in the insurance provided in the designated underlying insurance, (3) where amended by endorsement attached hereto
- D.** The premium for this Policy is the amount stated in Item 4 of the declarations and, is payable upon delivery of this Policy.

- E.** The Company shall be furnished with copies of the designated underlying insurance and all endorsements thereto, which shall be maintained in the office of the Insured as soon as practicable.
- F.** This Policy may be cancelled by the Named Insured by surrendering it to the Company or any of its authorized agents, or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. It being agreed, however, that in the event of cancellation or termination of the designated underlying insurance, this Policy to the extent of such cancellation or termination, shall cease to apply to the same time without notice to the Insured. This Policy may be cancelled by the Company by mailing to the Named Insured first named in the declarations at the address shown in this Policy, written notice stating when not less than thirty (30) days thereafter, such cancellation shall be effective. Provided, however, the Company may cancel this Policy as herein provided, on ten (10) days notice for non payment of premium due. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of this Policy. Delivery of such written notice either by the Named Insured or by the Company, shall be equivalent to mailing.
- G.** If the Named Insured cancels, earned premiums shall be computed in accordance with the customary short rate tables and procedure. If the Company cancels, earned premiums shall be computed pro rata. Premium adjustments may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation.
- H.** If this Policy insures more than one Insured, cancellation may be effected by the first of such Named Insureds as named in the declarations in the account of all Insureds, and notice of cancellation by the Company to such first Named Insured shall be notice to all Insureds. Payment of any unearned premium to such first Named Insured shall be for the account of all Insureds.
- I.** If the period of the designated underlying insurance is not concurrent with the terms of this Policy, it is agreed that for the purpose of determining the Company's liability for loss in excess of the aggregate limits where applicable, of the designated underlying insurance, only loss happening during the term of this Policy shall be included.

NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply:

- a. Under any Liability Coverage** to bodily injury or property damage:
- 1. with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an Insured under any such Policy but for its termination upon exhaustion of its limit of liability, or
 - 2. resulting from the hazardous properties of nuclear material and with respect to which any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof, or for the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof with any person or organization;
- b. Under any Medical Payments Coverage, or under any Supplementary Payments provision** relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility, by any person or organization.
- c. Under any Liability Coverage, to bodily injury or property damage** resulting from the hazardous properties of nuclear material, if:
- 1. the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an Insured, or (b) has been discharged or dispersed therefrom,
 - 2. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured, or
 - 3. the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but such facility is located within the United States of America, its territories or possessions, or Canada. This exclusion (3) applies only to property damage to such nuclear facility and any property thereat;

d. As used in this Exclusion:

- (1) "Hazardous properties" include radioactive, toxic, or explosive properties.
- (2) "Nuclear material" means source material, special nuclear material or byproduct material.
- (3) "Source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof.
- (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to fission in a nuclear reactor.
- (5) "Waste" means any waste material (a) containing byproduct material other than the fission products produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (b) (a) or (b) thereof.
- (6) "Nuclear facility" means (a) any nuclear reactor, or any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel or fuel handling, processing, or packaging waste for any equipment or device used for the processing, fabricating or alloying of special nuclear material, (c) at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations.
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to contain a critical mass of fissionable material;
- (8) "Property damage" includes all forms of radioactive contamination of property.

Harry E. Hoyt
HARRY E. HOYT, Secretary

Kenneth W. Woods
KENNETH W. WOODS, President

MONS 159012

CAL UNION

California Union Insurance Company

3000 Boulevard Suite 800 Los Angeles CA 90010
P.O. Box 76950 Los Angeles CA 90076
Tel: 213 687 437

ATTACHED TO AND
FORMING PART OF POLICY NO. ZCX 00 70 96

EFFECTIVE DATE APRIL 1, 1984

NAMED INSURED MONSANTO COMPANY, ETAL

SERVICE OF SUIT
(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company at P. O. Box 76950, Los Angeles, California 90076 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

MY/rp/3/28/84

MONS 159013

CAL UNION

California Union Insurance Company

Los Angeles CA 90010

ENDORSEMENT

NO 7 TO POLICY NO ZCX 00 70 96

EFFECTIVE DATE APRIL 1, 1984

MONSANTO COMPANY

☐ ADDITIONAL

PREMIUM \$ NIL

☐ RETURN

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE LIMITS FOR ITEM II DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE AND ITEM III DESCRIPTION OF EXCESS INSURANCE AS SHOWN ON DECLARATIONS PAGE IS AMENDED TO READ AS FOLLOWS:

ITEM 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE

\$142,500,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF UNDERLYING LIMITS.

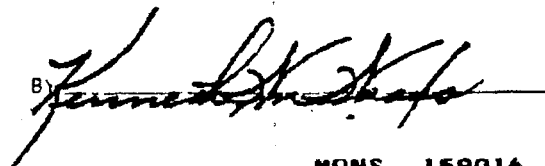
ITEM 3. DESCRIPTION OF EXCESS INSURANCE

\$ 10,000,000. PART OF \$107,500,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS OR COVERAGE OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

MY/rp/12/3/84

BY



MONS 159014

CAL UNION

California Union Insurance Company

ENDORSEMENT

NO 6 TO POLICY NO ZCX 00 70 96

EFFECTIVE DATE APRIL 1, 1984

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUMS INCLUDED

☐ RETURN

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023* OF VARIOUS COMPANIES.

THE FOREGOING SHALL NOT, HOWEVER, APPLY TO THE FOLLOWING ENDORSEMENTS ATTACHED TO THIS POLICY:

ERISA EXCLUSION
FIDELITY, EXCLUSION
WORKERS' COMPENSATION EXCLUSION

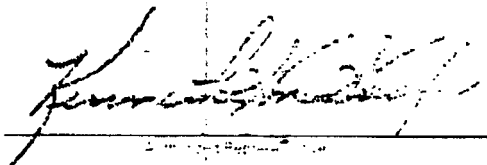
IT IS FURTHER UNDERSTOOD AND AGREED THAT THE COVERAGE PROVIDED BY THIS POLICY SHALL ONLY APPLY TO THE TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN THE FIRST LAYER OF COVER NOTE #SD-5023* BY VARIOUS COMPANIES AS OF THE INCEPTION DATE, APRIL 1, 1983 OF THIS POLICY REGARDLESS OF ANY RETROACTIVE EFFECTIVE DATE OF ANY CHANGES OF SD-5023*. THIS POLICY WILL NOT BE EXTENDED WITHOUT OBTAINING AGREEMENT FROM UNDERWRITERS HEREON. IN THE EVENT OF UNDERWRITERS HEREON NOT AGREEING TO SUCH FURTHER EXTENSION, COVERAGE WILL BE PROVIDED HEREON AS IF SUCH EXTENSION HAD NOT BEEN GRANTED.

*INCLUDING RENEWALS OF REPLACEMENTS THEREOF.

THE HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS OR LIMITS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

MY/ep/3/28/84

BY



MONS 159015

CAL UNION

California Union Insurance Company

ENDORSEMENT

NO 5 TO POLICY NO ZCX 00 70 96

EFFECTIVE DATE APRIL 1, 1984

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

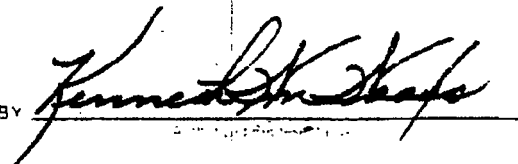
FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING
THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED
BY REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

THE HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS OR LIMITS
OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

MY/rp/3/28/84

BY



MONS 159016

CAL UNION

California Union Insurance Company

ENDORSEMENT

NO 4 TO POLICY NO ZCX 00 70 96

EFFECTIVE DATE APRIL 1, 1984

MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

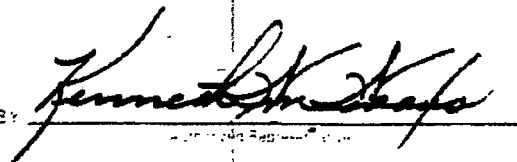
WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

ALL HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS OR LIMITS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

MY/rp/3/28/84

BY



MONS 159017

CAL UNION

California Union Insurance Company

ENDORSEMENT

NO 3 TO POLICY NO ZCX 00 70 96

EFFECTIVE DATE APRIL 1, 1984

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

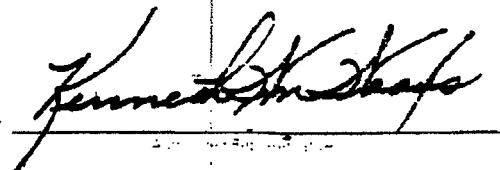
ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE EMPLOYEES RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY AMENDMENT OR ADDITION THERETO) OR ANY STATE STATUTE OR COMMON LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

HEREBY CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS OR LIMITS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

MY/rp/3/28/84

BY



MONS 159018

CAL UNION

California Union Insurance Company

ENDORSEMENT

NO 2 TO POLICY NO ZCX 00 70 96

EFFECTIVE DATE APRIL 1, 1984

MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

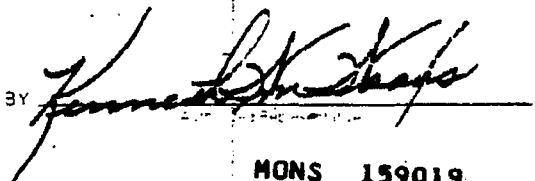
☐ RETURN

IT IS AGREED THAT THE NOTICE OF CANCELLATION GIVEN BY THE COMPANY,
(AS SPECIFIED IN CONDITION 'F' OF THE POLICY TERMS AND CONDITIONS)
IS AMENDED TO NINETY (90) DAYS, IN LIEU OF THIRTY (30) DAYS, EXCEPT
IN THE EVENT OF NON-PAYMENT OF PREMIUM, IN WHICH CASE A TEN (10)
DAYS NOTICE OF CANCELLATION SHALL APPLY.

THE HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS OR LIMITS
OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

MY/rp/3/28/84

BY



MONS 159019

CAL UNION**California Union Insurance Company**

City of Angels, CA 90012

ENDORSEMENT

NO 1 TO POLICY NO ZCX 00 70 96
 (REVISED)
 EFFECTIVE DATE APRIL 1, 1984

NAME
 INSURED MONSANTO COMPANY, ETAL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN**PARTICIPATION ENDORSEMENT**

THE LIABILITY OF THE COMPANY IS LIMITED TO THE QUOTA SHARE
 PARTICIPATION OF ANY LOSS AS STATED HEREUNDER.

IT IS A CONDITION OF THIS INSURANCE THAT THE INSURED MAINTAIN IN
 FULL FORCE AND EFFECT DURING THE CURRENCY OF THIS POLICY IDENTICAL
 INSURANCE COVERAGE WITH THE COMPANIES STATED HEREUNDER. HOWEVER,
 THE FAILURE OF THE INSURED TO COMPLY WITH THE FOREGOING SHALL NOT
 INVALIDATE THIS INSURANCE, BUT IN THE EVENT OF SUCH FAILURE, THE
 COMPANY SHALL ONLY BE LIABLE TO THE SAME EXTENT AS THEY WOULD HAVE
 BEEN HAD THE INSURED COMPLIED WITH SAID CONDITION.

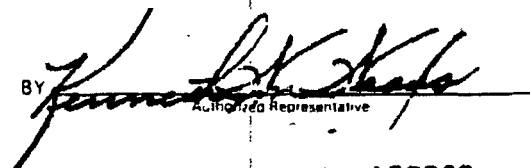
I. LIABILITY OF THE COMPANY LIMITED AS FOLLOWS:9.30 PERCENT PART OF 100 PERCENT**II. QUOTA SHARE PARTICIPATION**

<u>COMPANY</u>	<u>POLICY NO.</u>	<u>PERCENT PART OF 100 PERCENT</u>
VARIOUS INSURANCE COMPANY	TO BE ADVISED	90.70

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITA-
 TIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

MY/rp/12/3/84

BY



Authorized Representative

HONS 159020

CAL UNION

California Union Insurance Company
 Los Angeles, California
 A STOCK INSURANCE COMPANY
 (herein called "the Company")

POLICY OF EXCESS INSURANCE

DECLARATIONS
 ZCX 00 78 68

NAMED INSURED MONSANTO COMPANY, ET AL
 (AS PER UNDERLYING INSURANCE)

MAILING ADDRESS 800 NORTH LINDBERGH BLVD.
 ST. LOUIS, MISSOURI 63167

POLICY PERIOD: From 4-1-85 To 4-1-86

At 12 01 A. M. Standard Time at the address of the named insured as stated herein

THOMAS E. SEARS, INC.

INSURANCE - REINSURANCE

JOHN HANCOCK TOWER
 100 CLARENDON STREET
 BOSTON, MASS. 02116

Item 1. DESIGNATED UNDERLYING INSURANCE**Designated Underlying Carrier(s)****Policy Number(s)****Policy Period(s)**

UNDERWRITERS AT LLOYDS
 LONDON AND VARIOUS COMPANIES TO BE ADVISED

4-1-85 TO 4-1-86

Item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE— UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$48,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF PRIMARY LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE— EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$ 2,000,000. PART OF \$20,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM— \$40,000. FLAT ANNUAL

SW/rp/8/6/85

By: 

Authorized Representative

22 4407b Pto in L 5 A (3-82)

MONS 159323

A. WHEREAS, the designations of Designated Areas are as follows:

[illegible]

8. The following information is for your information only. It is not to be used in the report.

[illegible][illegible]

If this Policy insures more than one insured, cancellation may be effected by the first of such Named insureds as named in the declarations for the account of all insureds, and notice of cancellation by the Company to such first Named insured shall be notice to all insureds. Payment of any unexpired premium to such first Named insured shall be for the account of all insureds.

6. If the period of the designated underlying insurance is not concurrent with the term of this Policy it is agreed that for the purpose of determining the Company's liability for loss in excess of the aggregate limits where applicable, of the designated underlying insurance, only loss happening during the term of this Policy shall be included.

This Policy does not apply:

(3) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an Insured under any such Policy but for its termination upon exhaustion of its limit of liability, or

2) resulting from the hazardous properties of nuclear material and with respect to which any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954 or any law amendatory thereof or of the laws thereof, or had this policy not been issued would be, limited to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof with any person or organization,

b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

(f) the nuclear material is: (a) at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom.

(2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured, or

(3) If the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereof.

(1) "Hazardous properties" include radioactive, toxic, or explosive properties.

(1) "Hazardous properties" include radioactive, toxic, or explosive properties.

(2) "Nuclear material" means source material, special nuclear material or byproduct material.

(3) "Source material", "special nuclear material" and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

(4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.

(5) "Waste" means any waste material (a) containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (b) (a) or (b) thereof.

(6) "Nuclear facility" means (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel or fuel handling, processing or packaging waste (a) any equipment or device used for the processing, fabricating or alloying of special nuclear material at any time the special nuclear material is in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site or which any of the foregoing is located, all operations conducted on such site and at premises used for such operations.

(7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

18) "Property damage" includes all forms of radioactive contamination of property.

KENNETH W WOODS President

Monsanto CBI 5A008981

CAL UNION

California Union Insurance Company

3700 Wilshire Boulevard, Ste. 520
Los Angeles, California 90010
(213) 480-4830 Telex 687-437

ATTACHED TO AND
FORMING PART OF POLICY NO. ZCX 00 78 68

EFFECTIVE DATE APRIL 1, 1985

NAMED INSURED MONSANTO COMPANY, ET AL

SERVICE OF SUIT
(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company at 3700 Wilshire Boulevard, Ste. 520, Los Angeles, California 90010 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

SW/rp/8/6/85

ZZ-9G30 Printed in USA

MONS 159325

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 6 TO POLICY NO ZCX 00 78 68

EFFECTIVE DATE APRIL 1, 1985

NAMED
INSURED MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

ASBESTOS EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY ARISING PRIOR TO, DURING AND/OR SUBSEQUENT TO THIS POLICY PERIOD, AND/OR THE REDUCTION OF ANY UNDERLYING AGGREGATE LIABILITY LIMITS, RESULTING FROM:

- (1) EXPOSURE TO ASBESTOS IN ANY FORM, AND/OR,
- (2) MANIFESTATION OF ANY ASBESTOS RELATED INJURY, INCLUDING (BUT NOT LIMITED TO) ASBESTOSIS, MESOTHELIOMA, AND/OR BRONCHOGENIC CARCINOMA.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

BY


Authorized Representative

22 IL71a Ptd in U.S.A

MONS 159326

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 5 TO POLICY NO. ZCX 00 78 68

EFFECTIVE DATE... APRIL 1, 1985

NAMED
INSURED

MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUMS INCLUDED

☐ RETURN

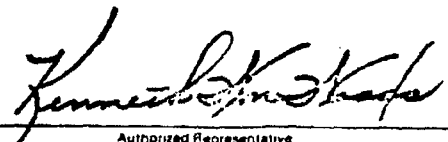
POLLUTION EXCLUSION - ABSOLUTE

THIS POLICY DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

BY


Authorized Representative

ZZ 1(7)18 P1d in U S A

MONS 159327

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 4 TO POLICY NO. ZCX 00 78 68

EFFECTIVE DATE APRIL 1, 1985

NAMED
INSURED

MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

AGENT ORANGE LIABILITY - EXCLUSION

IT IS AGREED THAT THIS POLICY, DOES NOT APPLY TO LIABILITY OF ANY KIND ARISING OUT OF OR RELATED IN ANY WAY TO AGENT ORANGE, COMPOSED OF 2, 4-D AND 2,4, 5-T AND CONTAINING DIOXIN (TCDD). THE COMPANY SHALL HAVE NO DUTY OF ANY KIND WITH RESPECT TO ANY CLAIM OR SUIT WHICH SEEKS, IN WHOLE OR IN PART, DAMAGES OR ANY OTHER RELIEF ARISING OUT OF OR RELATED IN ANY WAY TO AGENT ORANGE.

IT IS FURTHER AGREED THAT AGGREGATE LIMITS OF LIABILITY IN ANY UNDERLYING INSURANCE OR SELF-INSURED RETENTION SHALL NOT AS RESPECTS COVERAGE PROVIDED HEREUNDER, BE REDUCED BY LOSSES ARISING OUT OF THE PRODUCTS LISTED IN THE FIRST PARAGRAPH HEREOF.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

BY


Authorized Representative

22 1171a Ptd in U.S.A.

MONS 159328

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 3 TO POLICY NO ZCX 00 78 68

EFFECTIVE DATE APRIL 1, 1985

NAMED INSURED MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

BY


Authorized Representative

ZZ 1L71a Ptd in U S A

MONS 159329

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 2 TO POLICY NO ZCX 00 78 68

EFFECTIVE DATE APRIL 1, 1985

NAMED INSURED MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$... INCLUDED

☐ RETURN

WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED

SW/xp/8/6/85

BY


Authorized Representative

ZZ 1171a Ptd in U.S.A.

MONS 159330

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 1 TO POLICY NO. ZCX 00 78 68

EFFECTIVE DATE... APRIL 1, 1985

NAMED
INSURED

MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUMS INCLUDED

☐ RETURN

ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE EMPLOYEES RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY AMENDMENT OR ADDITION THERETO) OR ANY STATE STATUTE OR COMMON LAW RULE WHICH IMPOSES FIDUCIARY DUTIES AND RESPONSIBILITIES WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/B/6/85

BY


Authorized Representative

ZZ 1L71a Pld in U S A

MONS 159331

CAL UNION**California Union Insurance Company**
Los Angeles, CaliforniaA STOCK INSURANCE COMPANY
(herein called "the Company")**POLICY OF EXCESS INSURANCE****DECLARATIONS**
ZCX 00 78 69NAMED
INSURED MONSANTO COMPANY, ET AL
(AS PER UNDERLYING INSURANCE)MAILING
ADDRESS 800 NORTH LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63167

POLICY PERIOD: From 4-1-85 To 4-1-86

At 12:01 A.M. Standard Time at the address of the Named Insured as stated herein

THOMAS E. SEARS, INC.**INSURANCE - REINSURANCE**JOHN HANCOCK TOWER
200 CLARENSON STREET
BOSTON, MASS. 02110**Item 1. DESIGNATED UNDERLYING INSURANCE**Designated Underlying Carrier(s)Policy Number(s)Policy Period(s)UNDERWRITERS AT LLOYDS
LONDON AND VARIOUS

TO BE ADVISED

4-1-85 TO 4-1-86

Item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE— UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$80,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF PRIMARY LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE— EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$ 3,000,000. PART OF \$20,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM— \$22,500. FLAT ANNUAL

SW/rp/8/6/85

By: 

Authorized Representative

22-4-170 Pgs. 1, 5 & 13-82

MONS 159448

This is a Policy of Excess Insurance issued by the Company to the party(ies) named in the declarations (hereafter referred to as the "Insured")

- A. WHEREAS,** the designated underlying insurance policy(ies) listed in the declarations is/are in force and effect, and the Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);
- B. NOW,** the Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);
- C. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- D. The premium for this Policy is the amount stated in item 4 of the declarations and is payable upon delivery of this Policy.**
- E. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- F. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- G. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- H. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- I. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- J. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- K. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- L. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- M. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- N. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- O. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- P. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- Q. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- R. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- S. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- T. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- U. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- V. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- W. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- X. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- Y. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**
- Z. The Insured is/are the owner(s) of the property or interest therein, and the Insured is/are the insured under the designated underlying insurance policy(ies);**

NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply:

a. Under any Liability Coverage to bodily injury or property damage

- (1) with respect to which an Insured under the Policy is also an insured under a nuclear energy liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an insured under any such Policy, but for its termination upon exhaustion of its limit of liability, or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof with any person or organization.

b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization,

c. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:

- (1) the nuclear material is at any nuclear facility owned by, or operated by or on behalf of, an Insured, or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

d. As used in this Exclusion:

- (1) "Hazardous properties" include radioactive, toxic, or explosive properties;
- (2) "Nuclear material" means source material, special nuclear material, or byproduct material;
- (3) "Source material", "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- (5) "Waste" means any waste material (a) containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore, processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (b) (1) or (b) thereof;
- (6) "Nuclear facility" means (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel or (iii) handling, processing, or packaging waste; (c) any equipment or device used for the processing, fabricating or plating of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium-233 or any combination thereof, or more than 250 grams of plutonium-238; (d) any structure, beam, excavation, premises or place prepared or used for the storage or disposal of waste; and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- (8) "Property damage" includes all forms of radioactive contamination of property.

Harry E. Hoyt
HARRY E. HOYT, Secretary

Kenneth W. Woods
KENNETH W. WOODS, President

MONS 159449

CAL UNION

California Union Insurance Company

3700 Wilshire Boulevard, Ste. 520
Los Angeles, California 90010
(213) 480-4630 Telex 667-437

ATTACHED TO AND
FORMING PART OF POLICY NO. ZCX 00 78 69

EFFECTIVE DATE APRIL 1, 1985

NAMED INSURED MONSANTO COMPANY, ET AL

SERVICE OF SUIT
(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company at 3700 Wilshire Boulevard, Ste. 520, Los Angeles, California 90010 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

SW/xp/8/6/85

Z2-9Q30 Printed in USA

MONS 159450

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 6 TO POLICY NO. ZCX 00 78 69

EFFECTIVE DATE APRIL 1, 1985

NAMED
INSURED MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

ASBESTOS EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY ARISING PRIOR TO, DURING AND/OR SUBSEQUENT TO THIS POLICY PERIOD, AND/OR THE REDUCTION OF ANY UNDERLYING AGGREGATE LIABILITY LIMITS, RESULTING FROM:

- (1) EXPOSURE TO ASBESTOS IN ANY FORM, AND/OR,
- (2) MANIFESTATION OF ANY ASBESTOS RELATED INJURY, INCLUDING (BUT NOT LIMITED TO) ASBESTOSIS, MESOTHELIOMA, AND/OR BRONCHOGENIC CARCINOMA.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/tp/8/6/85

BY


Authorized Representative

22 1L71a Ptd in U S A

MONS 159451

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 5 TO POLICY NO ZCX 00 78 69

EFFECTIVE DATE... **APRIL 1, 1985**

NAMED
INSURED **MONSANTO COMPANY, ET AL**

☐ ADDITIONAL

PREMIUM \$ **INCLUDED**

☐ RETURN

POLLUTION EXCLUSION - ABSOLUTE

THIS POLICY DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/XP/8/6/85

BY


Authorized Representative

ZZ 1L71a P10 in U S A

MONS 159452

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 4 TO POLICY NO. ZCX 00 78 69

EFFECTIVE DATE **APRIL 1, 1985**

NAMED
INSURED **MONSANTO COMPANY, ET AL**

☐ ADDITIONAL

PREMIUM \$ **INCLUDED**

☐ RETURN

AGENT ORANGE LIABILITY EXCLUSION

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO LIABILITY OF ANY KIND ARISING OUT OF OR RELATED IN ANY WAY TO AGENT ORANGE, COMPOSED OF 2, 4-D AND 2, 4, 5-T AND CONTAINING DIOXIN (TCDD). THE COMPANY SHALL HAVE NO DUTY OF ANY KIND WITH RESPECT TO ANY CLAIM OR SUIT WHICH SEEKS, IN WHOLE OR IN PART, DAMAGES OR ANY OTHER RELIEF ARISING OUT OF OR RELATED IN ANY WAY TO AGENT ORANGE.

IT IS FURTHER AGREED THAT AGGREGATE LIMITS OF LIABILITY IN ANY UNDERLYING INSURANCE OR SELF-INSURED RETENTION SHALL NOT AS RESPECTS COVERAGE PROVIDED HEREUNDER, BE REDUCED BY LOSSES ARISING OUT OF THE PRODUCTS LISTED IN THE FIRST PARAGRAPH HEREOF.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/xp/8/5/85

BY


Authorized Representative

22-1671e Pid in U S A

MONS 159453

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 3 TO POLICY NO ZCX 00 78 69

EFFECTIVE DATE APRIL 1, 1985

NAMED
INSURED MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING THE
POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY REASON
OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITA-
TIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/5/85

BY


Authorized Representative

ZZ 1L71a Pld in U S A

MONS 159454

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 2 TO POLICY NO. ZCX 00 78 69

EFFECTIVE DATE APRIL 1, 1985

NAMED INSURED MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUMS INCLUDED

☐ RETURN

WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/xp/8/5/85

BY


Authorized Representative

ZZ 1L71a Pld in U S A

MONS 159455

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 1 TO POLICY NO. ZCX 00 78 69

EFFECTIVE DATE APRIL 1, 1985

NAMED
INSURED

MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE EMPLOYEES
RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY AMENDMENT OR ADDITION
THERE TO) OR ANY STATE STATUTE OR COMMON LAW RULE WHICH IMPOSES FIDUCIARY
DUTIES AND RESPONSIBILITIES WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITA-
TIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

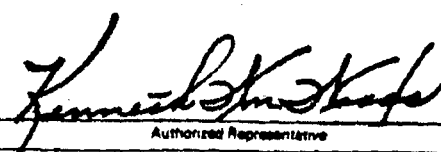
SW/rp/8/5/85

BY


Authorized Representative

ZZ 1L71a Pld in U S A

MONS 159456

CAL UNION							
California Union Insurance Company Los Angeles, California A STOCK INSURANCE COMPANY (herein called "the Company")	POLICY OF EXCESS INSURANCE DECLARATIONS ZCX 00 79 14						
<table border="0" style="width: 100%;"> <tr> <td style="width: 15%; vertical-align: top;"> NAMED PARTY </td> <td style="padding-left: 10px;"> MONSANTO COMPANY, ET AL (AS PER UNDERLYING INSURANCE) </td> </tr> <tr> <td style="vertical-align: top;"> MAILING ADDRESS </td> <td style="padding-left: 10px;"> 800 NORTH LINDBERGH BLVD. ST. LOUIS, MISSOURI 63167 </td> </tr> <tr> <td colspan="2" style="padding-top: 10px;"> POLICY PERIOD: From <u>4-1-85</u> To <u>4-1-86</u> </td> </tr> </table> <p style="font-size: small; margin-top: 5px;">At 12 01 A.M. Standard Time at the address of the Named Insured as stated herein</p>	NAMED PARTY	MONSANTO COMPANY, ET AL (AS PER UNDERLYING INSURANCE)	MAILING ADDRESS	800 NORTH LINDBERGH BLVD. ST. LOUIS, MISSOURI 63167	POLICY PERIOD: From <u>4-1-85</u> To <u>4-1-86</u>		<div style="border: 2px solid black; padding: 10px; margin: 0 auto; width: 80%;"> THOMAS E. SEARS, INC. INSURANCE - REINSURANCE <small>JOHN HANCOCK TOWER 800 CLARENDON STREET BOSTON, MASS. 02116</small> </div>
NAMED PARTY	MONSANTO COMPANY, ET AL (AS PER UNDERLYING INSURANCE)						
MAILING ADDRESS	800 NORTH LINDBERGH BLVD. ST. LOUIS, MISSOURI 63167						
POLICY PERIOD: From <u>4-1-85</u> To <u>4-1-86</u>							
<p>Item 1. DESIGNATED UNDERLYING INSURANCE</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left; width: 40%;"><u>Designated Underlying Carrier(s)</u></th> <th style="text-align: left; width: 30%;"><u>Policy Number(s)</u></th> <th style="text-align: left; width: 30%;"><u>Policy Period(s)</u></th> </tr> </thead> <tbody> <tr> <td>UNDERWRITERS AT LLOYDS LONDON AND VARIOUS COMPANIES</td> <td>TO BE ADVISED</td> <td>4-1-85 TO 4-1-86</td> </tr> </tbody> </table> <p>Item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE - UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:</p> <p style="margin-left: 40px;">\$40,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF PRIMARY LIMITS.</p> <p>Item 3. DESCRIPTION OF EXCESS INSURANCE - EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:</p> <p style="margin-left: 40px;">\$ 3,000,000. PART OF \$8,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.</p> <p>Item 4. PREMIUM - \$105,000. FLAT ANNUAL</p>		<u>Designated Underlying Carrier(s)</u>	<u>Policy Number(s)</u>	<u>Policy Period(s)</u>	UNDERWRITERS AT LLOYDS LONDON AND VARIOUS COMPANIES	TO BE ADVISED	4-1-85 TO 4-1-86
<u>Designated Underlying Carrier(s)</u>	<u>Policy Number(s)</u>	<u>Policy Period(s)</u>					
UNDERWRITERS AT LLOYDS LONDON AND VARIOUS COMPANIES	TO BE ADVISED	4-1-85 TO 4-1-86					
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> SW/rp/8/6/85 </div> <div style="width: 60%; text-align: center;"> By:  <small>Authorized Representative</small> </div> </div>							

22-4H07b Ptd in U.S.A. (3-82)

MONS 159296

[illegible]

9. If the period of the designated underlying insurance is not concurrent with the terms of this Policy, it is agreed that for the purpose of determining the Company's liability for loss in excess of the aggregate limits where applicable, of the designated underlying insurance, only loss happening during the term of this Policy shall be included.

NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply:

- a. Under any Liability Coverage** to bodily injury or property damage
- (1) with respect to which an insured under the Policy is also an insured under a nuclear energy liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an insured under any such Policy, but for its termination upon exhaustion of its limit of liability, or
- (2) resulting from the hazardous properties of nuclear material and with respect to which, at any place or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or by the insured, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof with any person or organization.
- b. Under any Medical Payments Coverage**, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- c. Under any Liability Coverage**, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
- (1) the nuclear material is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom.
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured, or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, the exclusion (3) applies only to property damage to such nuclear facility and any property thereof.

d. As used in this Exclusion:

- (1) "Hazardous properties" include radioactive, toxic, or explosive properties.
- (2) "Nuclear material" means source material, special nuclear material or byproduct material.
- (3) "Source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
- (5) "Waste" means any waste material (a) containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (8) (a) or (b) thereof;
- (8) "Nuclear facility" means (a) any nuclear reactor, (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel or (iii) handling, processing, or packaging waste (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and (e) includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations.
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- (9) "Property damage" includes all forms of radioactive contamination of property.

Harry E. Hoyt
HARRY E. HOYT, Secretary

Kenneth W. Woods
KENNETH W. WOODS President

MONS 159297

CAL UNION**California Union Insurance Company**

3700 Wilshire Boulevard, Ste. 520
Los Angeles, California 90010
(213) 480-4530 Telex 587-437

ATTACHED TO AND
FORMING PART OF POLICY NO. ZCX 00 79 14

EFFECTIVE DATE APRIL 1, 1985

NAMED INSURED **MONSANTO COMPANY, ET AL**

SERVICE OF SUIT
(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company at 3700 Wilshire Boulevard, Ste. 520, Los Angeles, California 90010 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

SW/xp/8/6/85

ZZ-PG30 Printed in USA

MONS 159298

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 6 TO POLICY NO ZCX 00 79 14

EFFECTIVE DATE APRIL 1, 1985

NAMED
INSURED MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

ASBESTOS EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY ARISING PRIOR TO, DURING AND/OR SUBSEQUENT TO THIS POLICY PERIOD, AND/OR THE REDUCTION OF ANY UNDERLYING AGGREGATE LIABILITY LIMITS, RESULTING FROM:

- (1) EXPOSURE TO ASBESTOS IN ANY FORM, AND/OR,
- (2) MANIFESTATION OF ANY ASBESTOS RELATED INJURY, INCLUDING (BUT NOT LIMITED TO) ASBESTOSIS, MESOTHELIOMA, AND/OR BRONCHOGENIC CARCINOMA.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

BY


Authorized Representative

ZZ 1L71a Pld in U S A

MONS 159299

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 5 TO POLICY NO. ZCX 00 79 14

EFFECTIVE DATE APRIL 1, 1985

NAMED
INSURED

MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

POLLUTION EXCLUSION - ABSOLUTE

THIS POLICY DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/xp/8/6/85

BY


Authorized Representative

ZZ IL71a Pld in U S A

MONS 159300

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 4 TO POLICY NO. ZCX 00 79 14

EFFECTIVE DATE APRIL 1, 1985

NAMED
INSURED

MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

AGENT ORANGE LIABILITY EXCLUSION

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO LIABILITY OF ANY KIND ARISING OUT OF OR RELATED IN ANY WAY TO AGENT ORANGE, COMPOSED OF 2, 4-D AND 2, 4, 5-T AND CONTAINING DIOXIN (TCDD). THE COMPANY SHALL HAVE NO DUTY OF ANY KIND WITH RESPECT TO ANY CLAIM OR SUIT WHICH SEEKS, IN WHOLE OR IN PART, DAMAGES OR ANY OTHER RELIEF ARISING OUT OF OR RELATED IN ANY WAY TO AGENT ORANGE.

IT IS FURTHER AGREED THAT AGGREGATE LIMITS OF LIABILITY IN ANY UNDERLYING INSURANCE OR SELF-INSURED RETENTION SHALL NOT, AS RESPECTS COVERAGE PROVIDED HEREUNDER, BE REDUCED BY LOSSES ARISING OUT OF THE PRODUCTS LISTED IN THE FIRST PARAGRAPH HEREOF.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

BY


Authorized Representative

ZZ 1L71a Ptd in U S A

MONS 159301

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 3 TO POLICY NO ZCX 00 79 14

EFFECTIVE DATE APRIL 1, 1985

NAMED
INSURED MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING THE
POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY REASON
OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITA-
TIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

BY


Authorized Representative

ZZ 1L71a Ptd in U S A

MONS 159302

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 2 TO POLICY NO. ZCX 00 79 14

EFFECTIVE DATE APRIL 1, 1985

NAMED
INSURED MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

BY


Authorized Representative

ZZ IL71a Pid in U S A

MONS 159303

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 1 TO POLICY NO ZCY 00 79 14

EFFECTIVE DATE APRIL 1, 1985

NAMED
INSURED

MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE EMPLOYEES
RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY AMENDMENT OR ADDITION
THERE TO) OR ANY STATE STATUTE OR COMMON LAW RULE WHICH IMPOSES FIDUCIARY
DUTIES AND RESPONSIBILITIES WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITA-
TIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/6/85

BY


Authorized Representative

ZZ 1L71a Ptd in U S A

MONS 159304

CAL UNION**California Union Insurance Company**
Los Angeles, CaliforniaA STOCK INSURANCE COMPANY
(herein called "the Company")**POLICY OF EXCESS INSURANCE****DECLARATIONS**
ZCX 00 79 15NAMED
INSURED MONSANTO COMPANY, ET AL
(PER UNDERLYING INSURANCE)MAILING
ADDRESS 800 NORTH LINDBERGH BLVD.
ST. LOUIS, MISSOURI 63167

POLICY PERIOD: From 4-1-85 To 4-1-86

At 12 01 A.M. Standard Time at the address of the Named Insured as stated herein

THOMAS E. SEARS, INC.**INSURANCE - REINSURANCE**JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASS. 02116**Item 1. DESIGNATED UNDERLYING INSURANCE**Designated Underlying Carrier(s)Policy Number(s)Policy Period(s)UNDERWRITERS AT LLOYDS
LONDON AND VARIOUS COMPANIES

TO BE ADVISED

4-1-85 TO 4-1-86

Item 2. DESCRIPTION OF DESIGNATED UNDERLYING INSURANCE— UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$100,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF PRIMARY LIMITS.

Item 3. DESCRIPTION OF EXCESS INSURANCE— EXCESS UMBRELLA LIABILITY; PERSONAL INJURY, PROPERTY DAMAGE AND ADVERTISING LIABILITY COMBINED:

\$ 2,000,000. PART OF \$50,000,000. EACH OCCURRENCE AND ANNUAL AGGREGATE, WHERE APPLICABLE, EXCESS OF LIMITS SPECIFIED IN ITEM 2. ABOVE.

Item 4. PREMIUM— \$10,000. FLAT ANNUAL

SW/rp/8/5/85

By: _____

Authorized Representative

ZZ 4407b P'd .r - 5 A 3 62.

MONS 159524

This is a Policy of Excess Insurance issued by the Company to the party(ies) named in the declarations (hereafter referred to as the "Insured")

- A. WHEREAS**, the designated underlying insurers have issued to the Insured policies of insurance listed in Item 1 (Description of Designated Underlying Insurance) which policies, including renewals or replacements thereof on the same basis, are hereby called the designated underlying insurance which are providing the insurance described in Item 2 (Description of Designated Underlying Insurance) of the declarations.
- B. NOW**, this Policy is to indemnify the Insured in accordance with the applicable terms, conditions, exclusions and conditions of the designated underlying insurance for excess loss as specified in Item 2 (Description of Excess Insurance) of the declarations.
- C.** The insurance afforded by this Policy shall follow that of the designated underlying insurance except that anything in this Policy or the designated underlying insurance to the contrary notwithstanding, the Company shall not be obligated to assume charge of the settlement or defense of any claim or suit brought or proceeding instituted against the Insured, but the Company shall have the right and be given the opportunity to associate with the Insured in the defense or control of any claim, suit or proceeding which appears reasonably likely to involve the Company, in which event the Insured and the Company shall cooperate in all things in the defense or control of such claim, suit or proceeding, but no obligation shall be incurred on behalf of the Company without its consent being first obtained. However, in the event that the amount of the excess loss becomes certain either through that court judgment or agreement among the Insured, the claimant and the Company, then the Insured may pay the amount of excess loss to the claimant to effect settlement and, upon submission of due proof thereof, the Company will indemnify the Insured for such payment, or the Company will, upon request of the Insured, pay such amount to the claimant on behalf of the Insured. (2) The insurance afforded by this Policy shall not apply to any expenses for which insurance is provided in the designated underlying insurance, (3) where amended by endorsement attached hereto.
- D.** The premium for this Policy is the amount stated in Item 4 of the declarations and is payable upon delivery of this Policy.
- E.** The Company shall be furnished with copies of declarations, policies, renewals and all endorsements thereto when in any manner attached to the policy as soon as practicable.
- F.** This Policy may be cancelled by the Named Insured by submitting to the Company or any of its authorized agents, or by mailing to the Company a written notice stating when thereafter the cancellation shall be effective. The Company agrees, however, that in the event of cancellation or termination of the designated underlying insurance, this policy to the extent of such cancellation or termination shall cease to apply to the same time without notice to the Insured. This Policy may be cancelled by the Company by mailing to the Insured a written notice in the declarations at the address shown in this Policy with notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. Provided, however, the Company may cancel this Policy as herein provided on ten (10) days notice for non payment of premium. The mailing of notice as aforesaid shall be sufficient prior of notice. The effective date of cancellation stated in the notice shall become the end of this Policy. Delivery of such written notice either by the Named Insured or by the Company, shall be equivalent to mailing.
- If the Named Insured cancels, earned premiums shall be computed in accordance with the customary short rate tables and procedure. If the Company cancels, earned premiums shall be computed pro rata. Premium adjustments may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation.
- If this Policy insures more than one Insured, cancellation may be effected by the first of such Named Insureds as named in the declarations for the account of all Insureds, and notice of cancellation by the Company to such first Named Insured shall be notice to all Insureds. Payment of any unearned premium to such first Named Insured shall be for the account of all Insureds.
- G.** If the period of the designated underlying insurance is not concurrent with the terms of this Policy, it is agreed that for the purpose of determining the Company's liability for loss in excess of the aggregate limits where applicable, of the designated underlying insurance, only loss happening during the term of this Policy shall be included.

NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply:

a. Under any Liability Coverage to bodily injury or property damage

- (1) with respect to which an Insured under the Policy is also an Insured under a nuclear energy liability Policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Underwriters, or Nuclear Insurance Association of Canada, or would be an Insured under any such Policy but for its termination upon exhaustion of its limit of liability, or
- (2) resulting from the hazardous properties of nuclear material and with respect to which no person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or for the Insured's, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof with any person or organization.

b. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury, resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

c. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material is at any nuclear facility owned by, or operated by or on behalf of, an Insured, or has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility, and any property thereof.

d. As used in this Exclusion:

- (1) "Hazardous properties" include radioactive, toxic, or explosive properties.
- (2) "Nuclear material" means source material, special nuclear material or byproduct material.
- (3) "Source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof.
- (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
- (5) "Waste" means any waste material (a) containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6) (a) or (b) thereof.
- (6) "Nuclear facility" means (a) any nuclear reactor; (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, or processing or utilizing spent fuel or (ii) handling, processing, or packaging waste for any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; (c) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and (d) includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- (8) "Property damage" includes all forms of radioactive contamination of property.

Harry E. Hoyt
HARRY E. HOYT, Secretary

Kenneth W. Woods
KENNETH W. WOODS, President

MONS 159525

CAL UNION**California Union Insurance Company**

3700 Wilshire Boulevard, Ste. 520
 Los Angeles, California 90010
 (213) 480-4030 Telex 687-437

ATTACHED TO AND
 FORMING PART OF POLICY NO. **ZCX 00 79 15**

EFFECTIVE DATE **APRIL 1, 1985**

NAMED INSURED **MONSANTO COMPANY, ET AL**

SERVICE OF SUIT
(Not Applicable in California)

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Insured, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon KENNETH WM. WOODS, President, or his nominee, of the Company at 3700 Wilshire Boulevard, Ste. 520, Los Angeles, California 90010 and that in any suit instituted against any one of them upon this policy, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named is authorized and directed to accept service of process on behalf of the Company in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that it or they will enter a general appearance upon the Company's behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, the Company hereon hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process of any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

If the Insured is resident in Canada, it is agreed that the foregoing provisions shall also apply as respects any province of Canada.

SW/xp/8/5/85

MONS 159526

Z2-9G30 Printed in USA

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 6 TO POLICY NO. ZCX 00 79 15

EFFECTIVE DATE APRIL 1, 1985

NAMED
INSURED **MONSANTO COMPANY, ET AL**

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

ASBESTOS EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY ARISING PRIOR TO, DURING AND/OR SUBSEQUENT TO THIS POLICY PERIOD, AND/OR THE REDUCTION OF ANY UNDERLYING AGGREGATE LIABILITY LIMITS, RESULTING FROM:

- (1) EXPOSURE TO ASBESTOS IN ANY FORM, AND/OR,
- (2) MANIFESTATION OF ANY ASBESTOS RELATED INJURY, INCLUDING (BUT NOT LIMITED TO) ASBESTOSIS, MESOTHELIOMA, AND/OR BRONCHOGENIC CARCINOMA

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/5/85

BY


Authorized Representative

ZZ 1L71a Ptd in U S A

MONS 159527

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 5 TO POLICY NO. ZCX 00 79 15

EFFECTIVE DATE APRIL 1, 1985

NAMED
INSURED MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

POLLUTION EXCLUSION - ABSOLUTE

THIS POLICY DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATER COURSE OR BODY OF WATER.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/xp/8/5/85

BY


Authorized Representative

ZZ IL71a Ptd in U S A

MONS 159528

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. ⁴ TO POLICY NO. ZCX 00 79 15

EFFECTIVE DATE. APRIL 1, 1985

NAMED
INSURED MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

AGENT ORANGE LIABILITY - EXCLUSION

IT IS AGREED THAT THIS POLICY, DOES NOT APPLY TO LIABILITY OF ANY KIND ARISING OUT OF OR RELATED IN ANY WAY TO AGENT ORANGE, COMPOSED OF 2, 4-D AND 2, 4, 5-T AND CONTAINING DIOXIN (TCDD). THE COMPANY SHALL HAVE NO DUTY OF ANY KIND WITH RESPECT TO ANY CLAIM OR SUIT WHICH SEEKS, IN WHOLE OR IN PART, DAMAGES OR ANY OTHER RELIEF ARISING OUT OF OR RELATED IN ANY WAY TO AGENT ORANGE.

IT IS FURTHER AGREED THAT AGGREGATE LIMITS OF LIABILITY IN ANY UNDERLYING INSURANCE OR SELF-INSURED RETENTION SHALL NOT AS RESPECTS COVERAGE PROVIDED HEREUNDER, BE REDUCED BY LOSSES ARISING OUT OF THE PRODUCTS LISTED IN THE FIRST PARAGRAPH HEREOF.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/rp/8/5/85

BY


Authorized Representative

ZZ 1L71a Ptd in U S A

MONS 159529

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 3 TO POLICY NO. ZCX 00 79 15

EFFECTIVE DATE APRIL 1, 1985

NAMED
INSURED MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

FIDELITY EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LOSS AS THE INSURED MAY DURING THE POLICY PERIOD SUSTAIN OR DISCOVER THAT THEY HAVE SUSTAINED BY REASON OF THE DISHONESTY OF ANY OR ALL OF THEIR EMPLOYEES.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/tp/8/5/85

BY


Authorized Representative

ZZ-1L71a Ptd in U S A

MONS 159530

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 2 TO POLICY NO. ZCX 00 79 15

EFFECTIVE DATE APRIL 1, 1985

NAMED
INSURED

MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

WORKERS' COMPENSATION EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY OBLIGATION FOR WHICH THE INSURED OR ANY CARRIER AS HIS INSUROR MAY BE HELD LIABLE UNDER ANY WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION OR DISABILITY BENEFITS LAW, OR UNDER ANY SIMILAR LAW.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/tp/8/5/85

BY


Authorized Representative

ZZ 1L71a Ptd in U S A

MONS 159531

CAL UNION

California Union Insurance Company
Los Angeles CA 90010

ENDORSEMENT

NO. 1 TO POLICY NO. ZCX 00 79 15

EFFECTIVE DATE APRIL 1, 1985

NAMED
INSURED MONSANTO COMPANY, ET AL

☐ ADDITIONAL

PREMIUM \$ INCLUDED

☐ RETURN

ERISA EXCLUSION

THIS POLICY DOES NOT APPLY TO ANY LIABILITY IMPOSED BY THE EMPLOYEES
RETIREMENT INCOME SECURITY ACT OF 1974 (OR ANY AMENDMENT OR ADDITION
THERE TO) OR ANY STATE STATUTE OR COMMON LAW RULE WHICH IMPOSES FIDUCIARY
DUTIES AND RESPONSIBILITIES WITH RESPECT TO AN EMPLOYEE BENEFIT PROGRAM.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITA-
TIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

SW/xp/8/5/85

BY


Authorized Representative

ZZ 1L71a Ptd in U S A

MONS 159532